

## CARDHOLDER AGREEMENT

### IMPORTANT – PLEASE READ CAREFULLY

#### Terms and Conditions/Definitions for the smiONE™ Visa® Prepaid Card

This Cardholder Agreement (“Agreement”) outlines the terms and conditions under which the smiONE™ Visa Prepaid Card has been issued to you by The Bancorp Bank, Wilmington, Delaware (“The Bancorp Bank” or “Issuer”). The Issuer is an FDIC insured member institution. “Card” and “Cards” mean the smiONE™ Visa Prepaid Card issued to you as the Primary Cardholder, and any eligible secondary cardholders you may designate, by The Bancorp Bank. By accepting and using the Card, you agree to be bound by the terms and conditions contained in this Agreement. “Card Account” means the records we maintain to account for the value of claims associated with the Card(s). “You” and “your” mean the person or persons who receive the Card(s) and are authorized to use the Card(s) as provided for in this Agreement. “We,” “us,” and “our” mean the Issuer, our successors, affiliates, or assignees. “State Agency” means The Office of the Attorney General of the State of Texas, Child Support Division.” The smiONE™ Visa Prepaid Card Program is operated on behalf of the State Agency by Systems and Methods Inc. (“SMI”). You acknowledge and agree that the value available in the Card Account is limited to the funds that you have loaded into the Card Account or have been loaded into the Card Account on your behalf. You agree to sign the back of the Card immediately upon receipt. The expiration date of the Card is identified on the front of it. The Card is a prepaid card. The Card is not connected in any way to any other account. The Card is not a credit card. The Card is not for resale. You will not receive any interest on your funds in the Card Account. The Card remains 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. The Card is not designed for business use, and we may close the Card if we determine that it is being used for business purposes. We may refuse to process any transaction that we believe may violate the terms of this Agreement.

Our business days are Monday through Friday, excluding federal holidays, even if we are open. Any references to “days” found in this Agreement are calendar days unless indicated otherwise.

Write down your Card number and the customer service phone number provided in this Agreement on a separate piece of paper in case your Card is lost, stolen, or destroyed. Keep the paper in a safe place. Please read this Agreement carefully and keep it for future reference.

#### IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW CARD ACCOUNT

To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens a Card Account. What this means for you: When a Card Account is opened; we will obtain your name, street address, date of birth, and other information that will allow us to identify you. We may also ask to see a copy of your driver’s license or other identifying documents.

#### Activate Your Card

You must activate your Card before it can be used. You may activate your Card by calling 1-855-502-2165 (International callers dial +8000-262-9071; Callers from Mexico dial 01-800-099-5323; Hearing impaired cardholders please use: <http://www.relaytexas.com>) or by going online at [www.smionecard.com](http://www.smionecard.com). You will need to provide personal information in order to verify your identity.

#### Personal Identification Number

You will not receive a Personal Identification Number (“PIN”) with your Card Account. However, you will create a PIN once you have registered your Card with your personal information. To register your Card, you can go online at [www.smionecard.com](http://www.smionecard.com) or call 1-855-502-2165 (International callers dial +8000-262-9071; Callers from Mexico dial 01-800-099-5323; Hearing impaired cardholders please use: <http://www.relaytexas.com>) and provide the following personal information: your Card number, the three digit code from the back of the personalized card, your date of birth, the Card expiration date and your Social Security number. If you do not have a Social Security number, you will be asked to provide verifiable information associated with one or more acceptable government-issued identifying documents. You should not write down or keep your PIN with your Card. Never share your PIN with anyone. 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 following the procedures in the paragraph labeled, “Your Liability for Unauthorized Transfers.”

#### Authorized Card Users

You are responsible for all authorized transactions initiated and fees incurred by use of the Card(s). If you permit another person to have access to your Card or Card number, we will treat this as if you have authorized such use, and you will be liable for all transactions and fees incurred by those persons. You are wholly responsible for the use of the Card(s) according to the terms and conditions of this Agreement.

#### Secondary Cardholder

You may request an additional Card, also referred to as a secondary Card, for another person. The maximum number of such Cards permitted is five (5). You will be able to choose what kind of secondary Card each person receives. A secondary Card may only be loaded with funds that originate from the primary Cardholder's Card Account, but you have a choice as to how to load funds to the secondary Card: (a) give the secondary Cardholder full access to the funds in your Card Account, or (b) give the secondary Cardholder access only to the funds you allocate for that cardholder's use; each such allocation cannot exceed \$500.00.

You must notify us (1) when you want to change how to load funds to the secondary Card; and (2) when you want to revoke permission for any person you previously authorized to use the Card. If you notify us to change how funds are loaded to the secondary Card, a replacement Card for the secondary Cardholder must be ordered. If you notify us to revoke or cancel a secondary Card, we may revoke your Card and issue a replacement Card with a different number. In both cases described in this paragraph, you may be required to pay a fee for a replacement Card. See the paragraph labeled "Card Replacement" and the Fee Schedule for details.

You remain liable for any and all use of an additional Card you authorize. Transactions made with a secondary Card are subject to the Secondary Card Fee Schedule shown below. In addition to receiving a personalized card, each secondary Cardholder designated by you will receive a written copy of the Secondary Cardholder User Guide.

### **Your Representations and Warranties**

By activating the Card or by retaining, using, or authorizing use of the Card, you represent and warrant to us that: (i) you are at least 18 years of age (or older if you reside in a state or other jurisdiction where the majority age is older); (ii) you have provided us with a verifiable street address (not a P.O. Box); (iii) the personal information that you provide to us in connection with the Card is true, correct, and complete; (v) you received a copy of this Agreement and agree to be bound by and to comply with its terms; and (vi) you accept the Card.

### **Cash Access**

With your PIN, you may use the Card to obtain cash from any Automated Teller Machine ("ATM") that bears the Visa<sup>®</sup>, Plus<sup>®</sup>, Maestro<sup>®</sup>, or Allpoint<sup>®</sup> Acceptance Mark, or any Point-of-Sale ("POS") device, as permissible by a merchant that bears the Visa<sup>®</sup>, Interlink<sup>®</sup>, or Maestro<sup>®</sup> Acceptance Mark. All ATM transactions are treated as cash withdrawal transactions. You may use the Card at an ATM. The maximum cumulative amount that may be withdrawn from an ATM per day is \$2,000.00. The maximum cumulative amount that may be withdrawn from a participating bank (over the counter withdrawal) per day is \$20,000.00 in the United States and \$1,500.00 outside of the United States with a maximum of twenty (20) withdrawals per month. Any funds withdrawn from a POS device will be subject to the maximum amount that can be spent on your Card Account per twenty-four (24) hour period with a maximum of \$9,000.00 per month. Any cash withdrawals made outside the United States will be subject to the terms of the ATM operator or financial institution where the transaction occurs, and the effects of currency conversion as described below in the paragraph labeled, "Transactions Made In Foreign Currencies."

### **Loading Your Card**

The State Agency is responsible for loading funds to the Card according to the schedule agreed to by the State Agency and the Issuer. The Issuer has no obligation to you in the event the State Agency delays in providing or fails to provide funds to load to your Card.

There may be occasions when deposits are posted to your Card in error, or funds added that do not belong to you. You are not authorized to spend these funds because the State Agency has not authorized us to make these funds available through your Card. In such events, errors will be corrected as soon as known and the balance of your Card Account will be adjusted. Should the adjustment result in a negative balance, a notice letter will be mailed to you explaining the error and the reason for the adjustment. If the funds are spent before the error is identified, the amount to be repaid will be automatically deducted from future State Agency payments to your Card.

You may add additional funds to your Card, called "value loading" via direct deposit. You will have access to the funds by 5:00 PM CT on the effective date of the deposit. The minimum amount of each value load and value reload is \$0.01. The maximum amount of each value load and value reload is \$75,000.00. The maximum number of times you may load your Card using direct deposit per 24-hour period is eight (8) with a maximum number of twenty (20) times in any thirty (30) day period. In order to initiate a direct deposit value load, please use the direct deposit form that accompanies your Card. To print an additional copy of the direct deposit form, log on to [www.smionecard.com](http://www.smionecard.com). Personal checks, cashiers checks, and money orders sent to the Issuer are not an acceptable form of loading. All checks and money orders sent to the Issuer for Card loading will be returned unless the full amount may be applied towards a negative balance, in which case, the check or money order may or may not be loaded to the Card at the discretion of the Issuer.

NOTE: A secondary Card may only be loaded with funds that originate from the primary Cardholder's Card Account. Each secondary Cardholder designated by you will receive a written copy of the Secondary Cardholder User Guide.

### **Direct Deposit Account**

Your Card Account cannot be used for preauthorized direct debits from merchants or utility or Internet service providers. If presented for payment, preauthorized direct debits will be declined and payment to the merchant or provider will not be processed. The bank routing number and direct deposit account number are for the purpose of initiating direct deposits to

your prepaid Card Account only. You are not authorized to provide this bank routing number and direct deposit account number to anyone other than your employer or the State Agency.

### **Using Your Card/Features**

The maximum amount that can be spent on the Card Account per day is \$2,000.00. The maximum value of your Card is restricted to \$75,000.00.

You may use your Card to purchase or lease goods or services everywhere Visa debit cards, Interlink cards, and Maestro cards are accepted as long as you do not exceed the value available on your Card Account. 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.

**If you wish to buy gasoline, you must pay for your purchase inside with the cashier. This Card cannot be used for a “pay at the pump” transaction at an automated fuel dispenser.**

**If you use your Card at a restaurant, a hotel, for a car rental purchase, or for similar purchases, the merchant may preauthorize the transaction amount for the purchase amount plus up to 20% or more to ensure there are sufficient funds available to cover tips or incidental expenses incurred. Any preauthorization amount will place a “hold” on your available 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 seven (7) days for the hold to be removed. During the hold period, you will not have access to the preauthorized amount.**

If you use your Card number without presenting your Card (such as for a mail order, telephone, or Internet purchase), the legal effect will be the same as if you used the Card itself. For security reasons, we may limit the amount or number of transactions you can make on your Card. Your Card cannot be redeemed for cash. You may not use your Card for online gambling or any illegal transaction.

Each time you, and secondary Cardholder(s), if any, use the Card, you authorize us to reduce the value available in your Card Account by the amount of each transaction and any applicable fees. You are not allowed to exceed the available amount in your Card Account through an individual transaction or a series of transactions. Nevertheless, if a transaction exceeds the available balance of funds in your Card Account, you shall remain fully liable to us for the amount of the transaction and any applicable fees.

You do not have the right to stop payment on any purchase or payment transaction originated by use of the Card. You may not make preauthorized regular payments from the Card Account. If you authorize a transaction and then fail to make a purchase of that item as planned, the approval may result in a hold for that amount of funds for up to thirty (30) days. All transactions relating to car rentals may result in a hold for that amount of funds for up to sixty (60) days.

### **Non-Visa Debit Transactions**

New procedures are in effect that may impact you using the Card at certain merchant locations. In the past, transactions have been processed as Visa debit transactions unless you entered a PIN. Now, if you do not enter a PIN, transactions may be processed as either a Visa debit transaction or as a Maestro transaction.

Merchants are responsible for and must provide the cardholder with a clear way of choosing to make a Visa debit transaction if they support the option. Please be advised that should you choose to use the Maestro network when making a transaction without a PIN, different terms may apply. Certain protections and rights applicable only to Visa debit transactions as described in this Agreement will not apply to transactions processed on the Maestro network. Please refer to the paragraph labeled, “Your Liability for Unauthorized Transfers” for a description of the rights and protections applicable to Visa debit and non-Visa debit transactions.

To initiate a Visa debit transaction at the POS, swipe the Card through a POS terminal, sign the receipt, or provide the Card number for a mail order, telephone, or Internet purchase. To initiate a non-Visa debit transaction at the POS, enter your PIN at the POS terminal or provide the Card number after clearly indicating a preference to route the transaction as a non-Visa debit transaction for certain bill payment, mail order, telephone, or Internet purchases.

### **Returns and Refunds**

If you are entitled to a refund for any reason for goods or services obtained with the Card, you agree to accept credits to the Card for such refunds and agree to the refund policy of that merchant. The Issuer or SMI is not responsible for the delivery, quality, safety, legality, or any other aspects of goods or services that are purchased from others with the Card. All such disputes must be addressed and handled directly with the merchant from whom those goods or services were provided.

### **Card Replacement**

If you need to replace the Card for any reason, please contact us at 1-855-558-0044 (International callers dial +8000-262-9071; Callers from Mexico dial 01-800-099-5323; Hearing impaired cardholders please use: <http://www.relaytexas.com>) to request a replacement Card. You will be required to provide personal information, which may include your Card number,

full name, transaction history, copies of acceptable identification, etc. You may receive one no-cost replacement card per calendar year. Thereafter, each additional Replacement Card incurs a fee of \$5.00.

#### Transactions Made In Foreign Currencies

If you obtain funds or make a purchase in a currency other than the currency in which the Card was issued, the amount deducted from the available balance of the Card Account will be converted by Visa into an amount in the currency of the Card. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which may vary from the rate Visa itself receives, or the government-mandated rate in effect for the applicable central processing date. If you obtain funds or make a purchase in a currency other than the currency in which the Card was issued, the Issuer may assess a foreign currency conversion fee of 3% of the transaction amount and will retain this amount as compensation for its services. Transactions made outside the 50 United States and the District of Columbia are also subject to this conversion fee even if they are completed in U.S. currency.

#### Receipts

You should get a receipt at the time you make a transaction using the Card. You agree to retain, verify, and reconcile 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 the available balance. It's important to know the available balance before making any transaction. You may obtain information about the amount of money you have remaining in your Card Account by calling 1-855-558-0044 (International callers dial +8000-262-9071; Callers from Mexico dial 01-800-099-5323). This information, along with a sixty (60) day history of Card Account transactions, is also available online at [www.smionecard.com](http://www.smionecard.com). You also have a right to obtain a sixty (60) day written history of Card Account transactions by calling 1-855-558-0044 (International callers dial +8000-262-9071; Callers from Mexico dial 01-800-099-5323; Hearing impaired cardholders please use: <http://www.relaytexas.com>) or by writing to us at smiONE Card Customer Service, PO Box 33440, San Antonio, TX 78265.

#### Fee Schedule

All fee amounts will be withdrawn from your Card Account and will be assessed as long as there is a remaining balance on your Card Account, except where prohibited by law. **NOTE: Fees assessed to your Card Account balance may bring your Card Account negative.** Any time your Card Account balance is less than the fee amount being assessed on your Card Account, the balance of your Card Account will be applied to the fee amount. THIS WILL RESULT IN A NEGATIVE BALANCE ON YOUR CARD ACCOUNT. If that occurs, any subsequent deposits or loads into your Card Account will first be applied to the negative balance.

Out-of-Network Domestic ATM Withdrawal Fee	\$1.50 per transaction
Domestic ATM Balance Inquiry Fee	\$0.50 per transaction
Domestic In-Network ATM Withdrawal Fee	One (1) no-cost withdrawal per direct deposit transaction <sup>+</sup> ; otherwise \$1.50 per withdrawal transaction
Domestic ATM or POS Transaction NSF Declined Fee	\$0.50 per transaction
Domestic POS Transaction NSF Declined Fee	\$0.50 per transaction
Domestic Over the Counter Cash Withdrawal Fee	One (1) no-cost withdrawal per direct deposit transaction <sup>+</sup> ; otherwise \$1.50 per withdrawal transaction
International Over the Counter Cash Withdrawal Fee	\$1.50 per transaction
International ATM Withdrawal Fee	\$1.50 per transaction
International ATM Balance Inquiry Fee	\$0.95 per transaction
International ATM Transaction NSF Declined Fee	\$0.95 per transaction
International POS Transaction NSF Declined Fee	\$0.95 per transaction
International POS PIN Transaction Fee	\$0.50 per transaction
International POS Signature Transaction Fee	\$0.50 per transaction
International POS Signature Cash Back Transaction Fee	\$0.50 per transaction
Card Replacement Fee	One (1) replacement Card at no-cost per calendar year; \$5.00 thereafter per each replacement Card
Expedited Card Replacement Fee	\$20.00 per request
Online Bill Pay Fee	\$0.75 per transaction

Inactive Account Fee	\$0.50 per month after 12 months with no load or transaction
Paper Account Statement Fee	\$2.00 per mailed statement
Account Closing Check Issuance Fee	\$12.50 per transaction
Foreign Currency Conversion Fee	3% of the transaction amount

+ No-cost withdrawals do not accrue. Each unused no-cost withdrawal expires upon a subsequent direct deposit, and a new no-cost withdrawal is available.

If you use an ATM not owned by us for any transaction, including a balance inquiry, you may be charged a fee by the ATM operator even if you do not complete a withdrawal. This ATM fee is a third party fee amount assessed by the individual ATM operator only and is not assessed by us. This ATM fee amount will be charged to your Card.

### Secondary Card-Fee Schedule

#### *Cardholders with Full Access to the Funds in the Primary Cardholder's Card Account:*

All fee amounts will be withdrawn from the Primary Cardholder's Card Account and will be assessed as long as there is a remaining balance on it, except where prohibited by law. **NOTE: Fees assessed to the Primary Cardholder's Card Account balance may bring it negative.** Any time the balance of the Primary Cardholder's Card Account is less than the fee amount being assessed, the balance will be applied to the fee amount. THIS WILL RESULT IN A NEGATIVE BALANCE ON THE PRIMARY CARDHOLDER'S CARD ACCOUNT. If that occurs, any subsequent deposits or loads made to the Primary Cardholder's Card Account will first be applied to the negative balance.

#### *Cardholders Who Receive an Allocation of Funds from the Primary Cardholder's Card Account:*

All fee amounts will be withdrawn from the Secondary Cardholder's Card Account and will be assessed as long as there is a remaining balance on it, except where prohibited by law. **NOTE: Fees assessed to the Secondary Cardholder's Card Account balance may bring it negative.** Any time the balance of the Secondary Cardholder's Card Account is less than the fee amount being assessed, the balance will be applied to the fee amount. THIS WILL RESULT IN A NEGATIVE BALANCE ON THE SECONDARY CARDHOLDER'S CARD ACCOUNT. If that occurs, any subsequent fund allocations from the Primary Cardholder into the Secondary Cardholder's Card Account will first be applied to the negative balance.

Out-of-Network Domestic ATM Withdrawal Fee	\$1.50 per transaction
Domestic ATM Balance Inquiry Fee	\$0.50 per transaction
Domestic In-Network ATM Withdrawal Fee	\$1.50 per transaction
Domestic ATM Transaction NSF Declined Fee	\$0.50 per transaction
Domestic POS Transaction NSF Declined Fee	\$0.50 per transaction
Domestic Over the Counter Cash Withdrawal Fee	\$1.50 per transaction
International Over the Counter Cash Withdrawal Fee	\$1.50 per transaction
International ATM Withdrawal Fee	\$1.50 per transaction
International ATM Balance Inquiry Fee	\$0.95 per transaction
International ATM Transaction NSF Declined Fee	\$0.95 per transaction
International POS Transaction NSF Declined Fee	\$0.95 per transaction
International POS PIN Transaction Fee	\$0.50 per transaction
International POS Signature Transaction Fee	\$0.50 per transaction
International POS Signature Cash Back Transaction Fee	\$0.50 per transaction
Card Replacement Fee	\$5.00 per each replacement Card
Expedited Card Replacement Fee	\$20.00 per request
Online Bill Pay Fee	\$0.75 per transaction
Paper Account Statement Fee	\$2.00 per mailed statement
Foreign Currency Conversion Fee	3% of the transaction amount

If you use an ATM not owned by us for any transaction, including a balance inquiry, you may be charged a fee by the ATM operator even if you do not complete a withdrawal. This ATM fee is a third party fee amount assessed by the individual ATM operator only and is not assessed by us. This ATM fee amount will be charged to your Card.

### **Confidentiality**

We may disclose information to third parties about the Card(s) or the transactions you make:

- (1) Where it is necessary for completing transactions;
- (2) In order to verify the existence and condition of the Card(s) for a third party, such as a merchant;
- (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, affiliates, service providers, or attorneys as needed; or
- (6) Otherwise as necessary to fulfill our obligations under this Agreement.

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

If we do not properly complete a transaction from the Card(s) on time or in the correct amount according to our Agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- (1) If through no fault of ours, you do not have enough funds available on a Card 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 the Card(s) has been blocked after reporting the Card(s) lost or stolen;
- (6) If there is a hold or 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 our Agreement with you.

### **Your Liability for Unauthorized Transfers**

Contact us at once if you believe the Card(s) has been lost or stolen. Telephoning is the best way to minimize your possible losses. If you believe the Card(s) has been lost or stolen, or that someone has transferred or may transfer money from the Card Account without your permission, call us at 1-855-558-0044 (International callers dial +8000-262-9071; Callers from Mexico dial 01-800-099-5323; Hearing impaired cardholders please use: <http://www.relaytexas.com>) Under Visa U.S.A. Operating Regulations, your liability for unauthorized Visa debit transactions on the Card Account is \$0.00 if you are not grossly negligent or fraudulent in the handling of the Card(s). This reduced liability does not apply to certain commercial card transactions, transactions not processed by Visa or to ATM transactions outside the U.S. You must notify us immediately of any unauthorized use. In the event the Visa Zero Liability Rules do not apply, if you notify us within two (2) business days after you learn of any unauthorized transactions, you can lose no more than \$50.00 if someone used the Card(s) without your permission. If you do not notify us within two (2) business days after you learn of the loss or theft of the Card(s) and we can prove that we could have stopped someone from using the Card(s) without permission if you had promptly notified us, you could lose as much as \$500.00.

Also, if you become aware of and/or your statement shows transactions that you did not make, notify us at once following the procedures stated in the paragraph labeled, "Information About Your Right to Dispute Errors". If you do not notify us within sixty (60) days after you become aware of the transaction and/or after the statement was made available to you, you may not get back any value you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the value if you had notified us in time. If the Card(s) has been lost or stolen, we will close your Card Account to keep losses down. If a good reason (such as a long trip or a hospital stay) prevents you from notifying us within this timeframe, we will extend the time periods.

### **Other Miscellaneous Terms**

Your Card(s) and your obligations under this Agreement may not be assigned. We may transfer our rights under this Agreement. Use of the Card(s) is subject to all applicable rules and customs of any clearinghouse or other association involved in transactions. We do not waive our rights by delaying or failing to exercise them at any time. 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. This Agreement will be governed by the law of the State of Delaware except to the extent governed by United States federal law.

### **Amendment and Cancellation**

We may amend or change the terms and conditions of this Agreement at any time. You will be notified of any change in the manner provided by applicable law prior to the effective date of the change. However, if the change is made for security purposes, we can implement such change without prior notice. We may cancel or suspend the Card(s) or this Agreement at any time. You may cancel this Agreement by returning the Card(s) to us. Your cancellation of this Agreement will not affect any of our rights or your obligations arising under this Agreement prior to termination.

In the event that your Card Account is cancelled, closed, or terminated for any reason, you may request the unused balance to be returned to you by check to the mailing address we have in our records. There is a fee for this service. Please refer to the Fee Schedule above. The Issuer reserves the right to refuse to return any unused balance amount less than \$1.00.

#### **Information About Your Right to Dispute Errors**

In case of errors or questions about your electronic transactions, call 1-855-558-0044 (International callers dial +8000-262-9071; Callers from Mexico dial 01-800-099-5323; Hearing impaired cardholders please use: <http://www.relaytexas.com>) or write to Cardholder Services, smiONE Card Customer Service, PO Box 33440, San Antonio, TX 78265 if you think your statement or receipt is wrong or if you need more information about a transaction listed on the statement or receipt. 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 may request a written history of your transactions at any time by calling us at 1-855-558-0044 (International callers dial +8000-262-9071; Callers from Mexico dial 01-800-099-5323; Hearing impaired cardholders please use: <http://www.relaytexas.com>) or writing to: smiONE Card Customer Service, PO Box 33440, San Antonio, TX 78265. You will need to include:

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

If you provide this information orally, we may require that you send your complaint or question in writing within ten (10) business days. .

We will determine whether an error occurred within ten (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 forty-five (45) days to investigate your complaint or question. If we decide to do this, we will credit your Card Account within ten (10) business days for the amount you think is in error so that you will have the use of the money during the time it takes to complete the investigation. If we ask you to put your complaint or question in writing and you do not provide it within ten (10) business days, we may not credit your Card.

For errors involving new Card Accounts, POS transactions, 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 (20) twenty business days to credit your Card 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 us at the phone number or address listed at the beginning of this section. If you need more information about our error-resolution procedures, call us at 1-855-558-0044 (International callers dial +8000-262-9071; Callers from Mexico dial 01-800-099-5323; Hearing impaired cardholders please use: <http://www.relaytexas.com>) or visit [www.smionecard.com](http://www.smionecard.com).

#### **English Language Controls**

Any translation of this Agreement is provided for your convenience. The meanings of terms, conditions and representations herein are subject to definitions and interpretations in the English language. Any translation provided may not accurately represent the information in the original English.

#### **Customer Service**

For customer service or additional information regarding your Card, please contact:  
smiONE Card Customer Service  
PO Box 33440  
San Antonio, TX 78265  
1-855-558-0044  
International callers dial +8000-262-9071; Callers from Mexico dial 01-800-099-5323;  
TTY for the hearing impaired is available through Relay Texas: <http://www.relaytexas.com>

Customer Service agents are available to answer your calls 24 hours a day.

#### **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.

#### **No Warranty Regarding Goods or Services as Applicable**

We are not responsible for the quality, safety, legality, or any other aspect of any goods or services you purchase with your Card.

**ARBITRATION:**

Any claim, dispute, or controversy ("Claim") arising out of or relating in any way to: i) this Agreement; ii) your Card; iii) the Cards of any additional cardholders designated by you; iv) your obtaining the Card; v) your use of the Card; vi) the amount of available funds in the Card Accounts; vii) advertisements, promotions or oral or written statements related to the Cards, as well as goods or services purchased with the Card; viii) the benefits and services related to the Cards; or ix) transactions on the Card, no matter how described, pleaded or styled, shall be **FINALLY** and **EXCLUSIVELY** resolved by binding individual arbitration conducted by the American Arbitration Association ("AAA") under its Consumer Arbitration Rules. This arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act (9 U.S.C. 1-16).

**We will pay the initial filing fee to commence arbitration and any arbitration hearing that you attend shall take place in the federal judicial district closest to your residence.**

**ARBITRATION OF YOUR CLAIM IS MANDATORY AND BINDING. NEITHER PARTY WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM THROUGH A COURT. IN ARBITRATION, NEITHER PARTY WILL HAVE THE RIGHT TO A JURY TRIAL OR TO ENGAGE IN DISCOVERY, EXCEPT AS PROVIDED FOR IN THE AAA CODE OF PROCEDURE.**

For a copy of the procedures, to file a Claim or for other information about this organization, contact it as follows: AAA, at 335 Madison Avenue, New York, NY 10017 or at [www.adr.org](http://www.adr.org).

All determinations as to the scope, interpretation, enforceability and validity of this Agreement shall be made final exclusively by the arbitrator, which award shall be binding and final. Judgment on the arbitration award may be entered in any court having jurisdiction.

**NO CLASS ACTION, OR OTHER REPRESENTATIVE ACTION OR PRIVATE ATTORNEY GENERAL ACTION OR JOINDER OR CONSOLIDATION OF ANY CLAIM WITH A CLAIM OF ANOTHER PERSON OR CLASS OF CLAIMANTS SHALL BE ALLOWABLE.**

This arbitration provision shall survive: i) the termination of the Agreement; ii) the bankruptcy of any party; iii) any transfer, sale or assignment of your Card, or any amounts owed on your Card, to any other person or entity; or iv) expiration of the Card. If any portion of this arbitration provision is deemed invalid or unenforceable, the remaining portions shall remain in force.

**IF YOU DO NOT AGREE TO THE TERMS OF THIS ARBITRATION AGREEMENT, DO NOT ACTIVATE OR USE THE CARD. CALL US AT 1-855-403-8350 (International callers dial +8000-262-9071; Callers from Mexico dial 01-800-099-5323; Hearing impaired callers, please use: <http://www.relaytexas.com>) TO CANCEL YOUR CARD.**

This Cardholder Agreement is effective 08/2015