

## 1. Terms and Conditions/Definitions for the Mybankpal Prepaid Visa® Card

This document constitutes the agreement ("Agreement") outlining the terms and conditions under which the Mybankpal Prepaid Visa Card has been issued to you. By accepting and using this Card, you agree to be bound by the terms and conditions contained in this Agreement. In this Agreement, "Card" means the Mybankpal Prepaid Visa Card issued to you by Palm Desert National Bank. "Issuer" means Palm Desert National Bank. "Card Account" means the records we maintain to account for the value of claims associated with the Card. You acknowledge and agree that the value available on the Card is limited to the funds that you have loaded onto the Card, or have been loaded onto the Card on your behalf. "You" and "your" means the person or persons who have received the Card and are authorized to use the Card as provided for in this Agreement. "We," "us", and "our" mean Palm Desert National Bank, our successors, affiliates or assignees. You agree to sign the back of the Card immediately upon receipt. The expiration date of your Card is identified on the front of your Card. The Card will remain the property of Palm Desert National Bank and must be surrendered upon demand. The Card is nontransferable, and it may be canceled, repossessed, or revoked at any time without prior notice subject to applicable law. Please read this Agreement carefully and keep it for future reference.

**Obtaining Your Card:** The USA PATRIOT Act is a federal law 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 will ask for your name, address, date of birth and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

**Eligibility; Identity:** Identity Verification will be performed on each applicant and we may review your credit history. You must be at least 18 years old, and have a physical address in the United States among other requirements. We reserve the right to decline your application if we are not able to fully verify your personal information.

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. You will not receive any interest on your funds on the Card. Our business days are Monday through Friday excluding holidays. Saturday, Sunday, and federal holidays are not considered business days, even if we are open. Palm Desert National Bank is an FDIC insured financial institution.

**Personal Identification Number ("PIN")**

We may, at our option, give you a Personal Identification Number ("PIN"). If we give you a PIN, you may use your Card to obtain cash from any Automated Teller Machine ("ATM") that bears the Visa®, STAR®, Pulse® brand marks and that which requires entry of a PIN. Also, if we give you a PIN, you may use your Card to obtain cash from any Point-of-Sale (POS) device that bears the Visa®, STAR®, Pulse® brand marks and that requires entry of a PIN as permissible by merchant. You must select "Checking" when using your Card for an ATM cash withdrawal. All ATM transactions are treated as cash withdrawal transactions. You should not write or keep your PIN with your Card. 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."

## 2. Loading/Using Your Card; Features; Other Limitations

You may add funds to your Card, called "value loading", at any time. You may add value or load your Card via direct deposit, bank ACH direct load, bank wire transfer, or through participating retail load partners. The minimum amount of each initial value load or each value load is \$10.00. A daily add cash limit of \$2,500 per day is imposed on funds added to the Card. All methods of adding cash except direct deposit, bank ACH direct load and bank wire transfer are subject to this limit. The retail load partner may impose additional limitations on the frequency and amount of load transactions. By making loads through the participating retail load partners you agree to abide by the terms and conditions of each such partner. Other than the limitations imposed by certain retail load partners, there is no limit on the number of times you may value load your Card. The maximum cumulative amount that may be withdrawn from an ATM or POS device per day is \$500.00. The maximum cumulative amount that may be withdrawn from a participating bank per day is the available balance of your Card. A daily spending limit of \$2,500.00 per day is imposed on the Card.

When the Card is used for "Pay at the Pump" gasoline transactions, your transaction may be declined if you have less than \$50.00 available on the Card and the transaction is processed by the merchant as a credit transaction. If you have less than \$50.00 available on your Card, see the store clerk and have them process the transaction for the exact amount. If the "Pay at the Pump" gasoline transaction is processed as a debit transaction, the merchant will determine the minimum amount needed to authorize the transaction. The authorization amount will vary by merchant.

You may use your Card to purchase or lease goods or services wherever Visa debit are accepted as long as you do not exceed the value available on your Card Account. You are responsible for all authorized transactions initiated by use of your Card. If you permit someone else to use your Card or Card number we will treat this as if you have authorized such use and you will be responsible for any transactions made subject to such use. Some merchants do not allow cardholders to conduct split transactions where you would use the Card as partial payment for goods and services and paying the remainder of the balance with another form of legal tender.

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 use your Card to access cash at an ATM. You may not use your Card for any illegal transaction.

Each time you use your Card, you authorize us to reduce the value available on your Card Account by the amount of the transaction and any applicable fees or charges. You are not allowed to exceed the available amount on your Card Account through an individual transaction or a series of transactions. Nevertheless, if a transaction exceeds the balance of the funds available on your Card you shall remain fully liable to us for the amount of the transaction and any applicable fees or charges. We may automatically deduct any amount you owe under this Agreement from any transfer of value to the Card. 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 regular payments from your 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 on normal transactions and up to ninety (90) days on car rentals. When the Card is used for rental car transactions an additional 15% or more will be added to the merchant authorization until the authorization is settled. When you present your Card to a merchant, the merchant may obtain a preauthorization for the transaction. Examples of merchants that perform this preauthorization are hotels, car rental companies, restaurants, etc. A thirty (30) day hold will be placed on the value on the Card in the amount of the preauthorization request made by the merchant. A ninety (90) day hold will be placed on the value on the Card in the amount of the preauthorization request made by car rental merchants. If the merchant's preauthorization request varies from the amount of the transaction the merchant subsequently submits to the Visa system, settlement of the transaction may not remove the hold, which may remain on the Card until the hold days have expired. If your Card is subject to a hold, the value on the Card that is subject to a hold will not be available to you for withdrawal or other purposes, apart from the transaction that was the reason for the preauthorization hold.

## 3. Returns and Refunds

If you are entitled to a refund for any reason for goods or services obtained with your Card, you agree to accept credits to your Card for such refunds.

## 4. Foreign Transactions

If you obtain 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 by Visa U.S.A. Inc. into an amount in the currency of your Card. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by Visa U.S.A. Inc. from the range of rates available in wholesale currency markets for the applicable central processing date, which may vary from the rate Visa U.S.A. Inc. itself receives, or the government-mandated rate in effect for the applicable central processing date. This percentage amount is independent of any amount taken by the Issuer in accordance with the following section of this Agreement.

If you obtain your funds in a currency other than the currency in which your Card was issued, the Issuer will increase the currency conversion rate (described in the immediately preceding section) by an additional 1% and will retain this amount as compensation for our services. This charge is independent of the currency conversion rate established by Visa U.S.A. Inc.

## 5. Receipts

You should get a receipt at the time you make a transaction or obtain cash using your Card. You agree to retain your receipt to verify your transactions.

## 6. Periodic Statements

Statements in electronic format will be made available free of charge at [www.ontimecard.com](http://www.ontimecard.com) during each month in which a transaction occurs. You may choose to have a paper statement mailed to you. However, there is a fee for this service.

## 7. Fees and Charges

The fees set forth below will be charged for the issuance, maintenance and use of your Card. You agree these fees may be deducted from any value that is to be transferred to your Card or that is stored on your Card Account. Fees may vary by employer.

Activation Fee	varies by retail location
Monthly Maintenance Fee	\$2.95
Signature Transaction	Free
Pin Based Transaction	\$1.00
International Authorization	\$2.50
US ATM withdrawal	\$1.75
US ATM Balance Inquiry	\$1.00
Bank Teller Cash Advance	\$5.00
International ATM Withdrawal	\$3.75
International Balance Inquiry	\$2.00
PIN Transaction decline	\$0.50
US ATM Decline	\$1.00
International ATM Decline	\$1.00
Card to Bank Transfer	\$1.00
Card to Card Transfer	\$2.00
Phone Account Access	\$0.50 per access to automated system
Live Operator Call	\$1.00/minute
Email Alerts	Free
Account Online Access	Free
Replacement Card	\$9.95
Paper Statement Copy	\$2.00
Direct Deposit	Free
Retail Cash load	\$1.00 plus retail applicable fee
Bank ACH Credit Transfer	Free
Chargeback	\$25.00 per occurrence
ACH Return	\$5.00 per occurrence
Close Account / Dormant Fee	\$5.00

## 8. Confidentiality

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

- Where it is necessary for completing transactions;
- In order to verify the existence and condition of your Card for a third party, such as merchant;
- In order to comply with government agency, court order, or other legal reporting requirements;
- If you give us your written permission; or
- To our employees, auditors, affiliates, service providers, or attorneys as needed.

## 9. Our Liability for Failure to Complete Transactions

If we do not properly complete a transaction from your Card 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:

- If, through no fault of ours, you do not have enough funds available on your Card to complete the transaction;
- If a merchant refuses to accept your Card;
- If an ATM where you are making a cash withdrawal does not have enough cash;
- 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;
- If access to your Card has been blocked after you reported your Card 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;
- 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;
- Any other exception stated in our Agreement with you.

## 10. Your Liability for Unauthorized Transfers

Contact us as once if you believe your Card has been lost or stolen. Telephoning is the best way to minimize your possible losses. If you believe your Card has been lost or stolen, or that someone has transferred or may transfer money from your Card Account without your permission, call us at (800) 906-6126. If you notify us within two (2) business days, you can lose no more than \$50 if someone used your Card without your permission. If you do not notify us within two (2) business days after you learn of the loss or theft of your Card and we can prove that we could have stopped someone from using your Card without your permission if you had promptly notified us, you could lose as much as \$500. Under Visa U.S.A. Operating Regulations, your liability for unauthorized Visa transactions on your Card account is \$0 if you notify us promptly and you are not grossly negligent or fraudulent in the handling of your Card. Also, if you become aware of and/or your statement shows transactions that you did not make, notify us at once. If you do not notify us within sixty (60) days after you became aware of the transactions, 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 and you are grossly negligent or fraudulent in the handling of your Card. If your Card has been lost or stolen, we will close your Card Account to keep losses down.

## 11. Other Terms

In no event will we be liable for consequential damages (including lost profits), extraordinary damages, special or punitive damages. Your Card and your obligations under this Agreement may not be assigned. We may transfer our rights under this Agreement. Use of your Card 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 anytime. 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 South Dakota except to the extent governed by federal law.

## 12. Amendment and Cancellation

We may amend or change the terms 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 your Card or this Agreement at any time. You may cancel this Agreement by returning the Card to us and paying the applicable fee set forth above. Your termination of this Agreement will not affect any of our rights or your obligations arising under this Agreement prior to termination.

### Privacy and Data Protection

(a) Information we collect ("Cardholder Information"):

(i) Information about purchases made with the Card, such as date of purchase, amount and place of purchase;

(ii) Information you provide to us when you apply for a Card, or for replacement Cards or when you contact us with customer service issues, such as name, address, phone number.

(b) Only those persons who need it to perform their job responsibilities are authorized to have access to Cardholder Information. In addition, we maintain physical, electronic and procedural security measures that comply with federal regulations to safeguard Cardholder Information.

(c) We may use Cardholder Information to provide customer services, to process claims for lost or stolen Cards, to develop marketing programs, to help protect against fraud and to conduct research and analysis. In addition, it is often necessary for us to disclose Cardholder Information for the same purposes to companies that work with us. For example, we may provide certain Cardholder Information to companies that perform business operations or services, including marketing services, on our behalf. We may also provide certain Cardholder Information to others as permitted by law, such as government entities or other third parties in response to subpoenas. You agree that we may make such investigative inquiries, as we deem appropriate in connection with the issuance and use of the Card. We can furnish information concerning the Card or your use of the Card to consumer reporting agencies and others who may properly receive that information.

## 13. Payment Information

Do not mail any cash payments. Personal checks, money orders and U.S. Postal Service money orders will not be accepted as a form of payment and will be returned.

## 14. Information About Your Right to Dispute Errors

In case of errors or questions about your electronic transactions, call (800) 906-6126 or write to Mybankpal Prepaid Visa Card, P.O. Box 833699, Richardson, TX 75083-3699 if you think your statement or receipt is wrong or if you need more information about a transaction listed on the statement or receipt. You must contact us no later than sixty (60) days after the FIRST statement was made available to you on which the problem or error appeared.

(a) Provide your name and Card number (if any).

(b) Describe the error or the transaction you are unsure about, and explain why you believe it is an error or why you need more information.

(c) Provide the dollar amount of the suspected error.

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. For errors involving new Cards, POS transactions or foreign-initiated transactions, we may take up to ninety (90) days to investigate your complaint or question. 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:

Mybankpal Prepaid Visa Card, PO Box 833699, Richardson, TX 75083-3699 (800) 906-6126

\*If you use an ATM not owned by us for any transaction, including 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. \*\*Any Retail Load Fee amount is an independent fee assessed by the individual retailer only and is not assessed by us.

## Our Privacy Policy

We are committed to providing you quality products and services while protecting your privacy and security. This Privacy Policy explains what information we collect about you, with whom we share it, and when you can direct us not to share certain information with certain parties.

### Privacy practices of third parties

We are not responsible for the privacy policies or practices of any non-affiliated third party. We encourage you to review their privacy policy before providing them with any personally identifiable information. Third parties may collect and use information about you in a way that is different from this Policy.

### Our information collection practices

In order to provide you with quality products or services, we collect and maintain information about you. This includes personal and financial information which is generally not available to the public. We get this type of information from various sources, including:

• Information you provide to us on applications or other forms, whether in person, by mail, over the telephone or via the Internet. This information may include, for example, your name, address, social security number, or date of birth.

• Information we learn through your financial transactions with us. This may include information on your account balance, transaction history, and account usage.

• Information we receive from a credit reporting agency (credit bureau), if applicable. This may include your credit score and credit history.

• Information we receive from our affiliates and from non-affiliated third parties, relating to their transaction experience with you.

We do not collect information from minors under the age of 13 without parental permission.

**Information we share with affiliates**

We may share between us, information derived from transactions we conduct on your behalf. *Under Federal law, you may not opt-out of disclosure of this information.*

We may also share between us, information you provide to us on applications or forms or information we receive from credit reporting agencies or other companies, related to your credit worthiness or payment history. You may opt-out of the disclosure of this information as described below.

**Information we share with service providers and joint marketers**

We may disclose information we collect to companies that perform services on our behalf such as preparing and mailing monthly statements or responding to customer inquiries. We may also provide this information, except for information from consumer reporting agencies, to companies who perform marketing services for us or to other financial institutions with which we have joint marketing agreements. *You may not opt-out of the disclosure of this information.*

**Information we share with non-affiliated third parties**

We do not disclose any information about you to non-affiliated third parties, except as permitted by law.

**Our data security procedures**

We restrict access to non-public personal information about you to those persons who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards to guard your non-public personal information.

**Changes to this Policy**

We may make changes to this Privacy Policy at any time. If we do, we will provide you with a notice of such changes as required by law. This Policy replaces any other previous Privacy Policy about our customer information sharing practices.

**Compliance with State Law**

We will comply with more restrictive state laws to the extent that they apply to us.

**Opt-out procedures**

If you prefer that we not disclose non-public personal information about you with *affiliates*, you may opt-out of those disclosures (other than disclosures permitted by law) by calling us toll-free at the number listed below. Please allow several weeks for your opt-out request to take effect. Your election to opt-out will remain in effect until revoked by you in writing. Please understand that even if you choose to opt-out, we may continue to share your non-public personal information with affiliates and certain nonaffiliated third parties as permitted by applicable law.

**For more information**

Call toll free: 1-800-906-6126