

CARDHOLDER AGREEMENT AND USER GUIDE

IMPORTANT – PLEASE READ CAREFULLY

This Cardholder Agreement contains an Arbitration Clause requiring all claims to be resolved by way of binding arbitration.

1. Terms and Conditions/Definitions for the Platinum smiONE™ Visa® Prepaid Card

This Cardholder Agreement (“Agreement”) outlines the terms and conditions under which the Platinum 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” means the Platinum smiONE Visa Prepaid Card issued to you as the Primary Cardholder (“Primary Cardholder” or “Primary Card”), and any eligible Secondary Cardholders (“Secondary Cardholder” or “Secondary Card”) 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. “You” and “your” mean 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 the Issuer, our successors, affiliates or assignees. “State Agency” means “The State of Missouri, Department of Social Services, Family Support Division.” SMI Card Services, LLC (“SMI”) is the entity managing the card program. You acknowledge and agree that the value available in the Card Account is limited to the funds that you have loaded onto the Card Account or that have been loaded onto 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 your Card. 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 will remain the property of the Issuer and must be surrendered upon demand. The Card is nontransferable, and it may be canceled, repossessed, or revoked at any time without prior notice subject to applicable law. The Card is not designed for business use, and we may close your Card if we determine that it is being used for business purposes. 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.

2. 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 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 a copy of your driver's license or other identifying documents.

3. Activate Your Card

You must activate your Card before it can be used. You may activate your Card by calling 1-866-331-8754, visiting www.smionecard.com or using the Platinum smiONE mobile application (“App”). You will need to provide personal information in order to verify your identity.

4. Personal Identification Number

You will not receive a Personal Identification Number (“PIN”) with your Card. However, you will be prompted to select a PIN when you activate your Card. See the activation instructions in the Section labeled “*Activate Your Card*”. You should not write 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*.”

5. Authorized Card Users

You are responsible for all authorized transactions initiated and fees incurred by use of your Card. If you permit another person to have access to your Card or Card number(s), 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 each Card according to the terms and conditions of this Agreement.

6. Secondary Cardholder

You may request an additional Card for another person (“Secondary Card(s)”), provided the person is thirteen (13) years of age or older. The maximum number of Secondary Cards permitted is five (5). You must notify us to revoke permission for any person previously authorized to use the Secondary Card. If you notify us to revoke another person's use of the Secondary Card, we may revoke your Primary Card and issue a new Card with a different number. You remain liable for any and all usage of an additional Card you authorize. A fee may be assessed for expedited delivery of an additional Card; for more information about the delivery options and applicable fees, see the Section labeled “*Fee Schedule*.” A Secondary Card may only be loaded with funds from the Primary Cardholder's Card Account, but as the Primary Cardholder 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 the Primary Card Account, or (b) give the Secondary Cardholder access only to the funds you allocate for that Cardholder's use; at any point in time, each allocation cannot exceed \$500.00.

7. Your Representations and Warranties

By activating the Card or by retaining, using or authorizing the use of the Card, you represent and warrant to us that: (i) you are at least 18 years of age (or older if you reside in a state where the majority age is older); (ii) you are a U.S. citizen or legal alien residing in the fifty (50) states of the United States (“U.S.”) or the District of Columbia; (iii) you have provided us with a verifiable U.S. street address (not a P.O. Box); (iv) 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.

8. Cash Access

With your PIN, you may use your Card to obtain cash from any Automated Teller Machine (“ATM”) or any Point-of-Sale (“POS”) device, as permissible by a merchant, that bears the Visa®, Interlink®, Plus®, Commerce Bank, or Allpoint® Acceptance Mark. All ATM transactions are treated as cash

withdrawal transactions. You may use your Card at an ATM and withdraw funds from a participating bank (Over the Counter Withdrawal). Any funds withdrawn from a POS device or ATM will be subject to the maximum amount that can be spent on your Card per day.

The maximum value of the Card is restricted to \$125,000.00. These are our limits associated with withdrawing cash from your Card Account:

Transaction Type	Frequency and/or Dollar Limits ^{1,2}
Cash Withdrawal (ATM)	4 times per day, up to \$800.00 per transaction, up to \$2,000.00 per day, up to \$20,000.00 per month
Cash Withdrawal (Over the Counter)	8 times per month, up to \$20,000.00 per transaction, up to \$20,000.00 per day, up to \$20,000.00 per month
Cash Withdrawal (International Over the Counter)	8 times per month, up to \$1,500.00 per transaction, up to \$1,500.00 per day, up to \$20,000.00 per month
Cash Back at POS (Point of Sale)	No limit to the number of times per day, up to \$2,000.00 per day, up to \$9,000.00 per month

¹ ATM owner-operators and participating banks may impose their own lower limits on cash withdrawals.

² The "per day" cutoff time for Frequency and/or Dollar Limits is midnight MT. "Per month" means a consecutive thirty (30) day period.

9. Loading Your Card

Loads Made on Your Behalf: The State Agency is responsible for loading funds to the Primary Card Account 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 Account.

There may be occasions when deposits are posted to the 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 the Card. In such events, errors will be corrected as soon as they are identified, and the balance of the 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 the Card.

Loads Made by You: You may also use direct deposit to load additional funds such as government payments (e.g. tax refunds) and payroll, to the Primary Card Account. The recipient's name on any direct deposit or credit received must match the name of the Primary Cardholder. Any such deposits received in a name other than the name registered to the Primary Cardholder's Card Account will be returned to the originator. In order to initiate a direct deposit load, please use the direct deposit form that came with the Card. To obtain an additional copy of the direct deposit form, log on to www.smionecard.com, or call Customer Service at 1-855-403-8342 (if calling from outside the U.S., please call 1-573-658-9638) to request the bank routing and account information. You will have access to the funds immediately once they have posted to the Card Account. At our discretion, we may allow a load payment in excess of the limits disclosed below, including the maximum value limit, to post to your Card Account. Additionally, you may use Visa ReadyLink for cash loads. Visa ReadyLink locations may be found at <https://www.visa.com/readylink>. You will have access to Visa ReadyLink cash load funds within thirty (30) minutes. However, if such a load payment is permitted to post to your Card Account on one occasion, there is no guarantee that any load(s), in any form (including Remote Check Deposit), in excess of the disclosed limit will be permitted in the future. While checks made payable to you as payee may be deposited to your Card Account using Remote Check Deposit, any personal checks, cashier's checks, or money orders sent to the Issuer are unacceptable forms of loading. All such 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.

10. Remote Check Deposit

Checks made payable to the Primary Cardholder as the payee may be deposited to the Primary Cardholder's Card Account by downloading the App to your mobile device and following the instructions provided in the App. The load process will require you to submit an image of the check.

This service is provided by Ingo Money, Inc. ("Ingo") a third-party money transfer service provider. To use it, you must agree to the terms and conditions Ingo has established and which may change from time to time. Those terms and conditions may include certain fees for use of the service that are charged by Ingo. The terms and conditions, including the applicable fees, will be provided to you when you sign up for the service. You will also be notified about any fee for a particular deposit before you authorize it. Generally, you will not have access to the money you load via Ingo until the check clears (typically ten (10) business days). Ingo offers expedited funds availability for a fee. See the Section labeled "Fee Schedule" for details about Ingo's "Money in 10 Days" and "Money in Minutes" options.

NOTE: A Secondary Card may only be loaded with funds from the Primary Cardholder's Card Account.

The maximum value of your Card is restricted to \$125,000.00. These are the limits associated with loading your Card Account:

Transaction Type	Frequency and/or Dollar Limits ^{2,3}
Direct Deposit ¹	15 times per day, up to 100 times per month \$0.01 - \$125,000.00 per day
Remote Check Deposit	2 times per day, up to 10 times per month \$5.00 - \$2,500.00 per load, up to \$5,000.00 per day, up to \$10,000.00 per month
Card-to-Card Transfer ⁴	3 times per day, up to 10 times every 7 days, up to \$500.00 per transaction, up to \$500.00 per day, up to \$1,500.00 per month
Cash Load ⁵	1 time per day, up to 5 times every 7 days, up to 260 times per year, minimum load of \$0.01 up to \$2,500.00 per day

¹ The recipient's name on any direct deposit or credit received must match the name of the Primary Cardholder. Any such deposits received in a name other than the name registered to the Primary Cardholder's Card Account will be returned to the originator.

² The "per day" cutoff time for Frequency and/or Dollar Limits is midnight MT. "Per month" means a consecutive thirty (30) day period.

³We may at our discretion allow a load payment in excess of these limits. See the Section labeled “Loading Your Card” for more details about this policy.

⁴Card to Card Transfer(s) is the only way to transfer funds from the Primary Cardholder’s Card Account to the Secondary Card.

⁵Third-party money transfer services used to load funds to your Card Account may impose their own transaction, daily, weekly, or monthly limits on the frequency or amount of cash you can load to your Card Account.

11. Preauthorized Transfers

Your Card Account cannot be used for preauthorized direct debits from merchants, Internet service, or other utility service providers (“Merchants”). If presented for payment, preauthorized direct debits will be declined and payment to the Merchant or provider will not be made. The Issuer’s bank routing number and the 12-digit Direct Deposit account number are to be used only for the purpose of initiating direct deposits to your Card Account. You are not authorized to provide the Issuer’s bank routing number and the 12-digit Direct Deposit account number to anyone other than your employer or a payer.

12. Using Your Card/Features

The maximum value of your Card is restricted to \$125,000.00. These are the maximum amounts that can be spent on your Card Account:

Transaction Type	Frequency and/or Dollar Limits ¹
Card Purchases (Signature)	No limit to the number of times per day, up to \$2,000.00 per day, up to \$9,000.00 per month
Card Purchases (PIN)	No limit to the number of times per day, up to \$2,000.00 per day, up to \$9,000.00 per month
Bill Pay Service	No limit to the number of times per day, up to \$5,000.00 per day, up to \$2,000.00 per transaction

¹The “per day” cutoff time for Frequency and/or Dollar Limits is midnight MT. “Per month” means a consecutive thirty (30) day period.

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 available value of your Card Account and other restrictions (see *examples described below*) do not apply. Some merchants do not allow cardholders to conduct split transactions where you would use your 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 your Card Account to your 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 use your Card at an automated fuel dispenser (“pay at the pump”), the transaction may be preauthorized for an amount up to \$100.00 or more. If your Card is declined, even though you have sufficient funds available, you should pay for your purchase inside with the cashier. If you use your Card at a restaurant, a hotel, for a car rental purchase, or for similar purchases, the transaction may be preauthorized for the purchase amount plus up to 20% or more to ensure there are sufficient funds available to cover tips or incidental expenses incurred. A preauthorization will place a “hold” on those available funds until the merchant sends us the final payment amount of your purchase. Once the final payment amount is received, the preauthorized 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.

You do not have the right to stop payment on any purchase or payment transaction originated by use of your Card. If you authorize a transaction and then fail to make the 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.

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 had used the Card itself. **Card Account restrictions include but are not limited to:** restricted geographic or merchant locations where there is a higher risk of fraud or illegal activity; restrictions to comply with laws or prevent our liability; and other restrictions to prevent fraud and other losses. For security reasons, we may, with or without prior notice, limit the type, amount, or number of transactions you can make on your Card. You may not use your Card for illegal online gambling or any other illegal transaction. **We may increase, reduce, cancel, or suspend any of the restrictions or add new ones at any time.** Your Card cannot be redeemed for cash.

Each time you use your Card, you authorize us to reduce the available value of your Card Account by the amount of the 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 on your Card, you shall remain fully liable to us for the amount of the transaction and any fees, if applicable.

13. Bill Pay Service

You may pay bills using your Card Account. To use the Bill Payment Service (“Service”), log into the website at www.smionecard.com or use the App.

Payee setup: To use the Service to pay bills, you must first set up each Payee. The Payee is the company or individual that sends you the bills you choose to pay through the Service. If the Payee is a large national or regional biller (e.g., a utility company or an insurance company), your bill payment request will be processed electronically. If your Payee is a smaller biller or an individual (e.g., a landlord), we may send a paper check. If we need to send a paper check, you must provide a correct and complete mailing address for the Payee. You will be told which payment method will be used when you schedule the bill payment. When you schedule bill payments you are authorizing us to process the transactions permitted under this Agreement for you as requested by you from time to time, and you authorize us to post transactions to your Card Account as directed. You are responsible for providing us with accurate Payee account and address information to ensure funds are applied to the correct account and delivered to the correct Payee address. Inaccurate Payee account data or address information will cause payments to fail.

Scheduling bill payments: If you schedule a bill payment, you authorize us to debit your Card Account on the payment date for the amount of the payment plus the applicable fee.

Electronic bill payments are processed on business days, Monday through Friday **except for federal holidays**. Payments scheduled **before**

2:00 p.m. MT are submitted for processing on the same business day. Payments scheduled **at or after** 2:00 p.m. MT are submitted for processing the next business day. If you schedule a bill payment for the same day, you authorize us to debit your Card Account immediately for the amount of the payment plus the applicable fee. If you schedule a bill payment for a future date, we begin processing the payment on the payment date you selected.

Paper check bill payments are processed on business days, Monday through Friday **except for federal holidays**. You must schedule a paper check payment at least (6) business days prior to the payment due date to ensure adequate time to complete the payment prior to its due date. It is your responsibility to schedule this type of payment to arrive by the due date specified on the bill or statement provided by the Payee.

If the actual payment due date falls on a non-business day, you must select a processing date that includes an additional day for processing. If you select a processing date that results in the payment being delivered after the payment due date, we are not responsible for any late charges you may be charged by the Payee.

We will use reasonable efforts to properly and timely make your bill payments as directed by you. However, we cannot guarantee that any bill payment will be received by the payment due date. We are not responsible for any costs, late fees, or other damages you incur if bill payments are not received by the Payee on or before the payment due date.

Limitations: Refer to Section 12 labeled *"Using Your Card/Features"* of this Agreement for limits that pertain to Bill Payment Service transactions.

Fees: There is a fee to use the Bill Payment Service. Refer to Section 21 labeled *"Fee Schedule"* for fees that pertain to Bill Payment Service transactions.

Canceling a bill payment:

Your right to stop payment of Preauthorized Electronic or Paper Check Bill Payments and procedures for doing so

If you have scheduled regular payments out of your Card Account, you can stop any of these payments. Here's how:

Call us at 1-855-403-8342 (if calling from outside the U.S., please call 1-573-658-9638), or log into your account at www.smonecard.com or in the App, in time for us to receive your request three (3) business days or more before the payment is scheduled to be made. If you call, we will require you to put your request in writing, including evidence of the notice of revocation you provided to the Payee, and get it to us within fourteen (14) days after you call. If you fail to do this, we will not be able to stop future preauthorized payments from occurring.

Liability for failure to stop payment of a Preauthorized Transfer

If you order us to stop a preauthorized payment 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.

Notice of varying amounts

If recurring electronic transfers you make might vary in amount, the party you are going to pay will tell you the transfer date and the amount of the transfer ten (10) days before each payment is scheduled to take place. (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 you set.)

Failed payments: If a bill payment transaction cannot be processed for any reason, your payment will not be completed. We are under no obligation to notify you if we do not complete a payment for any reason. We are not responsible for non-payment, late fees applied by the Payee, or other damages incurred due to failed payments. Failed payments will be credited to your Card Account within five (5) business days of the notification by the processor that the payment failed. If a payment fails because of insufficient funds, you should make alternate arrangements to pay the Payee.

14. Non-Visa Debit Transactions

Procedures are in effect that may impact you when you use your Card at certain merchant locations. In the past, transactions were 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 you 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 these rights and protections applicable to Visa debit and non-Visa debit transactions.

To initiate a Visa debit transaction at the POS, swipe your Card through a POS terminal, sign the receipt, or provide your 16-digit 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 your 16-digit Card number after clearly indicating a preference to route your transaction as a non-Visa debit transaction for certain bill payment, mail order, telephone, or Internet purchases.

15. 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 and agree to the refund policy of that merchant. Neither the Issuer nor SMI are responsible for the delivery, quality, safety, legality or any other aspects of goods or services you purchase from others with a Card. All such disputes must be addressed and handled directly with the merchant from whom those goods or services were provided.

16. Card Replacement

If you need to replace your Card for any reason except at Card expiration, please call 1-855-403-8342 (if calling from outside the U.S., please call 1-573-658-9638) to request a replacement Card. You will be required to provide personal information which may include your 16-digit Card number, full name, transaction history, copies of accepted identification, etc. There is no fee to replace lost, stolen, or damaged Cards. A \$25.00 fee will be assessed if you opt for expedited delivery; for more information about the delivery options and applicable fees, see the Section labeled *"Fee Schedule."*

For information on replacing an expired Card, see the Section below labeled *"Expiration."*

17. Expiration

Your Card will expire no sooner than the date printed on the front of it. **The funds on your Card do not expire.** You will not be able to use your Card after the expiration date; however, a replacement Card will automatically be mailed to you prior to the expiration of the soon-to-expire Card. If you need a replacement Card for any reason other than the Card's expiration, you may request one at any time by following the procedures in the Section labeled "Card Replacement." There is no fee to replace an expired Card; however, there will be a \$25.00 fee if you opt for Expedited Card Replacement Shipping. For information about the fee, see the Section labeled "Fee Schedule."

18. Transactions Made In Foreign Currencies

If you obtain funds or make a purchase in a currency other than the currency in which your Card was issued, the amount deducted from the available balance of your Card Account will be converted by Visa 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 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.

19. Receipts

You should get a receipt at the time you make a transaction using your Card. You agree to retain, verify, and reconcile your transactions and receipts.

20. Card Account Balance/Transaction History

You are responsible for keeping track of the available balance of your Card Account. Merchants generally will not be able to determine your available balance. It's important to know your available balance before making any transaction. You may obtain information about the amount of money you have remaining in your Card Account by calling 1-855-403-8342 (if calling from outside the U.S., please call 1-573-658-9638). This information, along with a twelve (12) month history of Card Account transactions, is also available online at www.smionecard.com. If your Card is registered with us, you also have a right to obtain at least twenty-four (24) months of written Card Account transactions by calling 1-855-403-8342 (if calling from outside the U.S., please call 1-573-658-9638) or by writing to smiONE Card Customer Service, P.O. Box 2489, Carrollton, GA 30112. You will not be charged a fee for this information.

You will not automatically receive paper statements.

21. Fee Schedule

All fees incurred will be deducted from your Card Account balance, except where prohibited by law. In the event your Card Account balance is less than the fee amount being assessed, the entire Card Account balance will be applied to the fee amount, and any unpaid fee amounts MAY RESULT IN THE FEE BEING PENDING UNTIL A LOAD IS RECEIVED, AT WHICH TIME THE FEE AMOUNT WILL BE DEDUCTED FROM YOUR CARD ACCOUNT. If there is a Pending Fee on your Card Account, any subsequent deposits or loads into your Card Account will first be applied to any negative balance and any Pending Fees. This means your remaining Card Account balance will be less than what you deposited into your Card Account. You may view Pending Fees online at www.smionecard.com or on the App under Pending Fees or hear Pending Fees via the telephone automated service in the pending Section of the transaction history.

List of All Fees for Platinum smiONE™ Visa Prepaid Card

All fees	Amount	Details
Get cash		
ATM Withdrawal Fee (in-network)	\$0	"In-network" refers to the Allpoint ATM and Commerce Bank ATM Networks. Allpoint locations can be found at www.allpointnetwork.com/locator.aspx . Commerce Bank ATM locations can be found at https://www.commercebank.com/locations . You may be charged a fee by the ATM operator, even if you do not complete a transaction.
ATM Withdrawal Fee (out-of-network)	\$2.00	This is our fee for each out-of-network ATM Withdrawal. "Out-of-network" refers to all ATMs outside of the Allpoint ATM and Commerce Bank ATM Networks. You may also be charged an additional fee by the ATM operator, even if you do not complete a transaction.
Information		
ATM Balance Inquiry Fee (out-of-network)	\$0.50	This is our ATM Balance Inquiry Fee for each Balance Inquiry made at an out-of-network ATM. "Out-of-network" refers to all ATMs outside of the Allpoint ATM network. For ATM balance inquiry purposes, Commerce Bank ATMs are considered "out-of-network." You may also be charged an additional fee by the ATM operator.
Third-party fees		
Remote Check Deposit (Third-Party) Ingo Money	5%	This is not our fee and is subject to change: it is accurate as of March 1, 2020. Money in 10 Days - no fee. Fee of up to 5% of check value may apply when cashing a check to load your card at Ingo Money. Money in Minutes - 2% (pre-printed payroll or gov't checks) or 5% (all other checks), minimum \$5.00. Fee is deducted from check value. Go to ingomoney.com for more information.
Cash Reload (Third-Party) Visa ReadyLink	Varies by Retailer	Third-party reload networks such as Visa ReadyLink may assess a fee for each load. Be sure to ask about the cost before conducting any load. This is not our fee and is subject to change. Fee is collected at time of cash load by the third-party load network. Go to https://usa.visa.com/pay-with-visa/cards/readylink-locator.html for more information.
Other		
Expedited Card Replacement Shipping	\$25.00	This is our fee per request for expedited card replacement shipping. Expedited card replacement shipping is delivered via UPS within three (3) to five (5) business days.

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

No overdraft/credit feature.

Contact smiONE by calling 1-855-403-8342 (if calling from outside the U.S., please call 1-573-658-9638), by mail at P.O. Box 2489, Carrollton, GA 30112, or visit www.smionecard.com.

For general information about prepaid accounts, visit cfpb.gov/prepaid.

If you have a complaint about a prepaid account, call the Consumer Financial Protection Bureau at 1-855-411-2372 or visit cfpb.gov/complaint.

22. Confidentiality

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

- (1) Where it is necessary for completing transactions;
- (2) In order to verify the existence and condition of your Card 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.

23. 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:

- (1) If through no fault of ours, you do not have enough funds available on your 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 your Card has been blocked after you reported your Card lost or stolen;
- (6) If there is a hold or your funds are subject to legal or administrative process or other encumbrance restricting their use;
- (7) If we have reason to believe the requested transaction is unauthorized;
- (8) If circumstances beyond our control (such as fire, flood, or computer or communication failure) prevent the completion of the transaction, despite reasonable precautions that we have taken; or
- (9) Any other exception stated in our Agreement with you.

24. Your Liability for Unauthorized Transfers

Contact us at 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 1-855-403-8342 (if calling from outside the U.S., please call 1-573-658-9638) or visit www.smionecard.com. Under Visa Core Rules, your liability for unauthorized Visa debit transactions on your Card Account is \$0.00 if you are not negligent or fraudulent in the handling of your Card. This reduced liability does not apply to certain commercial card transactions, transactions not processed by Visa, or to anonymous prepaid cards (until such time as the identity of the cardholder has been registered with us). 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 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 \$500.00.

Also, if you become aware of and/or your transaction history 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 transaction history 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 a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods. If your Card has been lost or stolen, we will close your Card Account to keep losses down and will send a replacement card. There is no fee for replacing your Card, unless you choose expedited delivery. For information about the expedited delivery fee, see the Section labeled "*Fee Schedule.*"

25. Other Miscellaneous Terms

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 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 federal law.

26. Amendment and Cancellation

We may amend or change the terms and conditions of this Agreement at any time by posting the amended Agreement on our website at www.smionecard.com, and any such amendment shall be effective upon such posting to that website. The current Agreement is available at www.smionecard.com. 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 your Card to us. Your termination of this Agreement will not affect any of our rights or your obligations arising under this Agreement prior to termination.

In the event your Card Account is cancelled, closed, or terminated for any reason, you may request that the unused balance be refunded to you. For security purposes, you may be required to supply identification and address verification documentation prior to being issued a refund. There is no fee for a refund. In the event this card program is cancelled, closed, or terminated, we will send you prior notice in accordance with applicable law. The notice will contain specific information and instructions, including how and when you may receive a refund of any remaining Card Account balance. The Issuer reserves the right to refuse to return any unused balance amount less than \$1.00. The refund will be delivered by us mailing a paper check to you (allow thirty (30) days for processing and delivery).

27. Information About Your Right to Dispute Errors

In case of errors or questions about your Card Account, call 1-855-403-8342 (if calling from outside the U.S., please call 1-573-658-9638) or write to smiONE Card Customer Service, P.O. Box 2489, Carrollton, GA 30112, if you think an error has occurred on your Card Account or if you need more information about a transaction listed on your electronic or written history 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 1-855-403-8342 (if calling from outside the U.S., please call 1-573-658-9638) or writing to smiONE Card Customer Service, P.O. Box 2489, Carrollton, GA 30112. You will need to tell us:

1. Your name and the 16-digit Card 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 Account.

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. For new Card Accounts, we may take up to twenty (20) 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 the phone number or address shown at the beginning of this section. If you need more information about our error-resolution procedures, call 1-855-403-8342 (if calling from outside the U.S., please call 1-573-658-9638) or visit www.srnionecard.com.

28. 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.

29. Customer Service

For customer service or additional information regarding your Card, please contact:

smiONE Card Customer Service
P.O. Box 2489
Carrollton, GA 30112
1-855-403-8342 (if calling from outside the U.S., please call 1-573-658-9638)
Customer Service agents are available to answer your calls 24 hours a day.

30. 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.

31. 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.

32. 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 additional cardholders designated by you, if any; iv) your acquisition of the Card; v) your use of the Card; vi) the amount of available funds in the Card Account; vii) advertisements, promotions or oral or written statements related to the Card, as well as goods or services purchased with the Card; viii) the benefits and services related to the Card; 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 of 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 at: AAA, 335 Madison Avenue, New York, NY 10017 or at 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 your 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 1-855-403-8342 (IF CALLING FROM OUTSIDE THE U.S., PLEASE CALL 1-573-658-9638) TO CANCEL THE CARD AND TO REQUEST A REFUND, IF APPLICABLE.

This Cardholder Agreement is effective 04/2020.