

MONEY NETWORK SERVICE TERMS AND CONDITIONS

These terms and conditions ("Terms and Conditions"), together with the Fee Schedule, Transaction Limits Schedule (as defined below), and Privacy Notice (as defined below), constitute a contract ("Agreement") pertaining to the Money Network service and all associated products, including the Account (as defined below) held by Bank (as defined below), and the Money Network prepaid card ("Card"), and Money Network® Checks ("Money Network Checks") (collectively referred to as the "Services" or "Program"). The Agreement sets forth the agreed terms of the Services and their uses, and the responsibilities and liabilities of Bank, you and certain other parties.

As used in this Agreement, the words "Bank," "we," "our," and "us" mean Bank of America, N.A., a federally insured national banking association with its headquarters in Charlotte, North Carolina, its successors or assignees. The words "you" and "your" refer to you, as beneficiary of the Account (as defined below), Card and/or Money Network Checks. "Employer" means your employer or one of its affiliates through which you enrolled in the Program and which deposits wages into your Account. "Program Manager" refers to Money Network Financial, LLC, which acts as the Services management company and manages the Services operations. "Fee Schedule" refers to the schedule of fees included with the materials in the Card Carrier that accompanied the Card that applies to your use of the Services. "Transaction Limits Schedule" refers to the schedule of transaction limits included on the notice to which the Card was attached that applies to your use of the Services. "Card Carrier" means the envelope containing the notice to which the Card was attached upon your receipt, the Transaction Limits Schedule, the Fee Schedule, these Terms and Conditions, Money Network Checks, the Card, and the Privacy Notice (as defined below). "Website" means www.bankofamerica.com/moneynetwork, which is the website identified on the back of your Card. "Mobile App" means the Money Network® Mobile Application available at the App Store or at Google Play. Additional terms and conditions will apply to your use of the Mobile App. Your wireless carrier's standard messaging and data rates may apply to your use of the Mobile App.

All references to contacting Customer Service are to the Customer Service address, Website and toll-free telephone number shown on the materials that accompanied the Card and set forth as follows:

As used in this Agreement, "Customer Service" means

Money Network Financial, LLC
5565 Glenridge Connector, NE
Mail Stop GH-52
Atlanta, GA 30342

Phone: 1-800-845-8683
www.bankofamerica.com/moneynetwork

Customer Service is available 24 hours per day, seven days per week.

You may access your Account information by telephone 24 hours per day by calling Customer Service and using your touch-tone phone to follow the prompts to verify your identity and use the Money Network Interactive Voice Response Unit ("IVRU"), an automated phone system, to:

- Find out the current amount of your Account balance.
- Obtain your recent Account transaction history.
- Find out whether or not a deposit has been made by your Employer to the Account.
- Complete a Money Network Check by obtaining the issuer number and transaction number for the Money Network Check number and corresponding amount.
- Change the Personal Identification Number ("PIN") that you establish for your Account.
- Request to speak to a Customer Service representative.

SECTION 10 OF THIS AGREEMENT CONTAINS A PROVISION LIMITING THE BANK'S, THE EMPLOYER'S AND THE PROGRAM MANAGER'S LIABILITY, AND SECTION 8 CONTAINS AN ARBITRATION PROVISION AND WAIVER OF TRIAL BY JURY PROVISION (the "Limitation of Liability and Dispute Provisions"). In addition to being agreements enforceable by us, you acknowledge and agree that the Limitation of Liability and Dispute Provisions run to the benefit of, and are enforceable by, Employer, Program Manager and their and our successors, affiliates and assignees, subject to applicable law.

1. ACCEPTANCE OF AGREEMENT.

By accepting, retaining, activating or using the Services:

- You agree to this Agreement, including the Fee Schedule.
- You understand and agree that use of the Card to access funds is optional. However, if you choose at any time, including upon receipt, not to use the Card, you may still use the Services by using Money Network Checks. You will need to keep your Card number in order to activate your account, access information about your Account, and perform transactions (such as using Money Network Checks and/or electronic funds transfers to receive your wages), as outlined below.
- Pursuant to the USA PATRIOT Act, you affirm that the personal identification information (such as name, address, date of birth, identification number, etc.) and documentation that you provide to your Employer or to us or the Program Manager is true and complete and you authorize Employer to provide us and Program Manager such information. You also authorize us, directly or through third parties, to make inquiries we consider necessary to validate such information, including checking third party databases.
- Your Employer will deposit your wages into your Money Network payroll account ("Account"). You may not make any other loads or deposits to your Account. Money Network Checks may be cashed to access the funds in your Account, to the penny. To find participating Money Network Check cashing locations, use the Website or Mobile App, or call Customer Service. Automated teller machine ("ATM") and point of sale ("POS") transactions may also be performed with the Card. See your Fee Schedule for applicable fees.
- **You acknowledge that this Agreement contains a provision requiring binding arbitration for the resolution of disputes.**
- You acknowledge receipt of our Privacy Notice (as defined below).

2. ACCOUNT AGREEMENT.

This Agreement is a binding legal obligation. Neither your Account nor Card is a credit card. You are not entitled to any rights or benefits given to deposit account customers or debit card holders by us unless such rights or benefits are contained in this Agreement. Your Card is not a gift card. No joint ownership of an Account is permitted. You may have only one Card for each Account. Your Account is maintained in an aggregated or pooled custodial account established for the benefit of you and other participants in the Services at Bank and into which your wages are deposited by Employer. Pursuant to an agreement with Program Manager, Employer disclaims any rights to any interest in any of the funds in your Account, and acknowledges and agrees that the funds in your Account do not constitute property of Employer, but instead constitute property of the participating employee on whose behalf the funds are held. You authorize disbursement of funds from your Account for the transactions, fees and charges under this Agreement.

3. USE OF MONEY NETWORK CHECKS.

Money Network Checks are paper checks that you can complete to access funds in your Account. An initial stock of Money Network Checks is provided in the Card Carrier. You may choose to access all or part of your pay on or after each pay day by completing a Money Network Check, which requires that you contact Customer Service and use the IVRU to obtain a transaction number and issuer number for the Money Network Check you wish to use and the corresponding amount of the check. The IVRU process requires that you first follow prompts to verify your identity. The amount of any Money Network Check that you obtain a transaction number and issuer number for using the IVRU will be electronically debited against your Account immediately and the funds will no longer be available to you. Once you complete a Money Network Check with a transaction number and issuer number, that Money Network Check is valid for the amount authorized and could be cashed or negotiated by anyone who has possession of the Money Network Check. You should carefully safeguard any Money Network Check for which you have received an issuer number and a transaction number. You may only cancel a completed Money Network Check before it has been cashed or deposited. Call Customer Service immediately when you want to request cancellation of a

completed Money Network Check. If you cancel a completed Money Network Check that has not been cashed or deposited, we will credit your Account for the amount of the cancelled check within three to five business days after the cancellation and our receipt of required information from you. If the Check you wish to cancel has been lost or stolen, the credit may be delayed beyond five business days. If a completed Money Network Check has not been cashed or deposited within 180 days after the date we provided the transaction number and issuer number, we will cancel the Money Network Check and add the amount of the cancelled check back to your Account. There is no fee for cashing Money Network Checks at participating locations. Bank of America Financial Centers will cash checks for up to \$9,999.99. Other check cashing locations may impose lower limits. The total of one or more Money Network Checks cashed or deposited in one day cannot exceed \$9,999.99. To find participating Money Network Check cashing locations, use the Website or Mobile App, or call Customer Service. To order additional Money Network Checks or for additional questions regarding Money Network Checks, please contact Customer Service.

4. FEES.

You agree to pay all fees listed in the Fee Schedule. Your Employer may not charge you any fees in connection with your Card or your Account. You authorize us to deduct the fees, as set forth in the Fee Schedule, directly from your Account as incurred. We reserve the right to, from time to time, revise the Fee Schedule, including, if applicable, to reflect any changes necessitated by changes in law. We will notify you of any Fee Schedule changes in accordance with Section 18. You acknowledge that by maintaining an Account and/or continuing to use the Card and/or the Services, you agree to any such revisions to the Fee Schedule. The current version of the Fee Schedule is available when you log-in to the Website. Certain features and functionality that you may elect to use in connection with the Service may be subject to separate terms, conditions or fees of the applicable third party provider. When you use an out-of-network ATM, you may be charged a fee by the ATM operator or any network used; and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer. To find in-network ATMs, use the Website or Mobile App, or call Customer Service.

5. OWNERSHIP AND USE OF THE CARD AND MONEY NETWORK CHECKS; PIN.

Your Card and the Money Network Checks are and will remain our property. However, you will be solely and completely responsible for the possession, use and control of your Card and the Money Network Checks that have been provided to you. We may cancel your right to use your Card at any time. You must surrender or destroy the Card and/or any Money Network Checks immediately upon our request. You agree to safeguard your Card number and Personal Identification Number ("PIN") and to keep any record of the PIN separate from your Card number. If you wish to reset your PIN for any reason, call Customer Service and speak to a Customer Service representative; Customer Service will initiate a PIN reset and place you back in the IVRU so that you may enter your Card number and select and set your new PIN. If you need to replace your Card for any reason, you may contact Customer Service (fees may apply). The front of your Card has a Valid Thru date. Your Card expires on the Valid Thru date, and you may not use it after the Valid Thru date has passed. However, the available funds in your Account do not expire. You will not be charged a fee for replacement cards that we send because your Card is expiring. The Service is intended for personal, family, or household use, and not intended for business purposes. In addition to this Agreement's Terms and Conditions, use of your Card is subject to applicable rules of any clearing house, or card or payment network or association involved in transactions. You agree that you will not use your Card or Money Network Checks for fraud, gambling or any illegal purposes. You agree that you will not sell your Card. Display of a card association network or other logo by an on-line merchant does not mean that the transaction is legal where you conduct it. You agree that we may decline transactions we believe may be illegal or in violation of the applicable network rules or this Section 5. You also agree that if we do not decline such a transaction, we may charge your Account and we are not liable to you if you engage in the transaction.

6. APPLICABLE LAW.

You acknowledge that we, as a federally chartered national bank, are regulated by the Office of the Comptroller of the Currency and are therefore subject to federal law, and entitled to preemption from state laws to the fullest extent permitted by law. In any matters not so preempted (if any), this Agreement shall be governed by the internal laws, and not by the laws regarding conflicts of laws, of the State of North Carolina. Nevertheless, if we are served garnishments, summons, subpoenas, orders or legal processes of any type, we are entitled to rely on the representations therein and may comply with them in our own discretion without regard to jurisdiction.

7. CHANGE IN YOUR NAME OR ADDRESS.

You are solely responsible for ensuring that the name and physical address associated with your Account are current and accurate. You must notify us of any changes to your name or address by calling Customer Service or updating your address via the Website or Mobile App. You may not use a P.O. Box for your address that is associated with your Account. You agree that any communication sent to you at your last address on record with us will be deemed to have been received by you.

8. ARBITRATION PROVISION AND WAIVER OF TRIAL BY JURY.

(a) **Arbitration.** YOU SHOULD READ THIS ARBITRATION PROVISION AND WAIVER OF TRIAL BY JURY ("**ARBITRATION PROVISION**") CAREFULLY. YOU AND WE HEREBY KNOWINGLY AND VOLUNTARILY WAIVE THE RIGHT TO LITIGATE ANY CLAIM IN COURT OR HAVE A JURY TRIAL ON ANY CLAIM OR TO ENGAGE IN DISCOVERY EXCEPT AS PROVIDED FOR IN THE PROCEDURES OF THE JUDICIAL ARBITRATION AND MEDIATION SERVICES ("**JAMS**") OR AMERICAN ARBITRATION ASSOCIATION ("**AAA**"), AS APPLICABLE (THE "**PROCEDURES**"), EXCEPT AS OTHERWISE EXPRESSLY SET FORTH HEREIN FOR A SMALL CLAIM.

FURTHER, YOU WILL NOT HAVE THE RIGHT TO PARTICIPATE IN A REPRESENTATIVE CAPACITY OR AS A MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION. EXCEPT AS SET FORTH BELOW, THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING. NOTE THAT OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT ALSO MAY NOT BE AVAILABLE IN ARBITRATION.

(b) **Definitions:** As used in this Arbitration Provision, the term "**Claim**" means any claim, dispute or controversy between you and any of us arising from or relating to your use of the Services or arising under this Agreement, including: (i) the validity, enforceability or scope of this Arbitration Provision or this Agreement; (ii) the amount of your Account balance; (iii) advertisements, or oral or written statements related to the Services, or goods or services purchased with the Services; and (iv) your retention, activation or use of the Services. The term "**Claim**" is to be given the broadest possible meaning that will be enforced and includes claims of every kind and nature, including initial claims, counterclaims, cross-claims and third-party claims. "Claim" does not include any challenge to the validity and effect of the Class Action Waiver; which must be decided by a court.

As used in this Arbitration Provision, the terms "**we**" and "**us**" shall mean Bank, Program Manager, Employer and their respective subsidiaries, affiliates, licensees, predecessors, successors, and assigns; and all of their agents, employees, directors and representatives. In addition, "**we**" or "**us**" shall include any other third party using or providing any product, service or benefit in connection with any Cards (including third parties who market or provide services). The meaning of other previously defined terms remain unchanged.

(c) **Arbitration Forum:** Upon election of you or any of us , with respect to a Claim between you and that one of us, the Claim shall be resolved by binding arbitration pursuant to this Arbitration Provision and the procedures of the JAMS, or the AAA, as selected by the party electing to use the arbitration. JAMS can be contacted at: 1920 Main Street, Suite 300, Irvine, CA 92614; (888) 352-5267; www.jamsadr.com. AAA can be contacted at: American Arbitration Association, 1633 Broadway, 10th Floor, New York, New York 10019, 1-800-778-7879, www.adr.org. If a selection by such one of us of one of these organizations is unacceptable to you, you shall have the right within thirty (30) days after you receive the notice of such selection to select the other organization listed to serve as arbitrator administrator. You may contact such one of us for instructions on how to obtain copies of any of these organizations' procedures.

(d) **Small Claim:** Notwithstanding anything to the contrary in this Arbitration Provision, you and we agree that the following will not be subject to arbitration: (a) disputes relating to the scope, validity, or enforceability of this Arbitration Provision; and (b) any claim filed by you or us in which the amount in controversy is properly within the jurisdiction of a small claims court or the equivalent court of your state or municipality ("**Small Claim**"). The parties agree the Claim will proceed only on an individual basis and not in a representative capacity or class action. The Claim that proceeds as a

Small Claim will do so only so long as that Claim is not transferred or appealed to a different court, in which case you or such one of us may elect arbitration.

(e) **Class Action Waiver:** No Claim submitted to arbitration is heard by a jury or may be brought as a class action or as a private attorney general. You do not have the right to act as a class representative or participate as a member of a class of claimants with respect to any Claim submitted to arbitration ("**Class Action Waiver**"). You and we acknowledge that the Class Action Waiver is material and essential to the arbitration of any disputes between any of you and us, and is nonseverable from this Agreement to arbitrate Claims. If the Class Action Waiver is limited, voided or found unenforceable for any Claim, then the agreement to arbitrate such Claim (except for this sentence) shall be null and void with respect to such proceeding, subject to the right to appeal the limitation or invalidation of the Class Action Waiver. Any Claim resolved by arbitration shall be arbitrated on an individual basis by a single arbitrator. The arbitrator's authority to resolve Claims is limited to Claims between you and us, and the arbitrator's authority to make awards is limited to you and us. Furthermore, Claims brought by you against any of us or by any of us against you may not be joined or consolidated in arbitration with Claims brought by or against someone other than you or us, unless otherwise agreed to in writing by all of you and us in such arbitration.

(f) **Location of Arbitration/Payment of Fees:** Any arbitration hearing that you attend shall take place in the federal judicial district of your residence at the time the claim is filed. At your written request, we will consider advancing and/or reimbursing any arbitration filing fee, or administrative and hearing fees that you are required to pay to pursue a Claim in arbitration. The arbitrator will decide who will ultimately be responsible for paying those fees. If you file a Claim against any of us, in no event will you be required to reimburse us for any arbitration filing, administrative, or hearing fees in an amount greater than what your court costs would have been if the Claim had been resolved in a state court with jurisdiction. Except as provided by substantive law, each party shall bear its own attorney, expert and witness fees, which shall not be considered costs of arbitration.

(g) **Federal Arbitration Act:** This Arbitration Provision is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C. Sections 1-16 (the "**FAA**"). The arbitration shall be governed by the applicable Procedures, except that this Arbitration Provision shall control if it is inconsistent with the applicable Procedures. The arbitrator shall apply applicable substantive law consistent with the FAA and applicable statutes of limitations and shall honor claims of privilege recognized at law and, at the timely written request of either you or us, shall provide a detailed written explanation of the basis for the decision. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The arbitrator's decision will be final and binding, except as provided by the FAA.

(h) **Continuation:** This Arbitration Provision shall survive termination of your Account and this Agreement. If any portion of this Arbitration Provision is deemed invalid or unenforceable it shall not invalidate the remaining portions of this Arbitration Provision or this Agreement, except as provided for in paragraph (e) above.]

9. PERIOD BY WHICH DISPUTE MUST BE BROUGHT.

You agree that any arbitration or court action involving the Services or your Account must be brought within one year of the date the cause of action arose.

10. LIMITATION OF LIABILITY.

IN NO EVENT (EXCEPT AS SPECIFICALLY REQUIRED BY LAW AS SET FORTH IN SECTION 25) SHALL BANK, PROGRAM MANAGER, OR ANY OF THEIR RESPECTIVE AFFILIATES, AGENTS OR SERVICE PROVIDERS, BE LIABLE FOR: (A) DAMAGES ARISING FROM OR RELATING TO THE PRODUCTS AND SERVICES PROVIDED HEREIN (INCLUDING YOUR ACCOUNT, YOUR CARD OR THE MONEY NETWORK CHECKS) OR THIS AGREEMENT, BEYOND THE SUM OF FIVE HUNDRED DOLLARS (\$500) (IN ADDITION TO REMITTING TO YOU, YOUR ACCOUNT BALANCE, IF ANY); OR (B) ANY EXEMPLARY, PUNITIVE, SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OR LOST PROFITS, LOST REVENUES, DAMAGE TO REPUTATION, OR LOSS OF MARKET VALUE OR CAPITALIZATION, EXCEPT AS SPECIFICALLY REQUIRED BY LAW. THESE CONDITIONS CANNOT BE

CHANGED OR SUPPLEMENTED EXCEPT BY A WRITING SIGNED BY US.

11. CLAIMS AGAINST MERCHANTS.

We are not responsible for goods or services you pay for by using your Card for a Point of Sale (“POS”) transaction or otherwise by use of the Services. We are not subject to any claims or defenses you may have against a merchant in connection with any POS transaction or other use of the Services or the underlying merchant transaction.

12. WEBSITE AND ACTIVITY.

Although commercially reasonable effort is expended to make the Website and Mobile App and other operational and communications channels available around the clock, we do not warrant these channels to be available every minute of the day and/or error free. You agree that we will not be responsible or liable for: temporary interruptions in service due to maintenance, changes to the Website and Mobile App, or failures; or extended interruptions due to failures beyond our control, including the failure of interconnecting and operating systems, computer viruses, forces of nature, labor disputes, acts of terrorism and/or acts of war. You agree to act responsibly with regard to your use of the Website and Mobile App. You will not violate any laws, interfere or disrupt computer networks, impersonate another person or entity, violate the rights of any third party, stalk, threaten or harass anyone, gain any unauthorized entry, or interfere with the Website’s and Mobile App’s systems and integrity. Except as set forth in Section 25, we shall not bear any liability whatsoever for any damage or interruptions caused by any “computer viruses” that may affect your computer or other equipment.

13. LINKS.

The Website and Mobile App may contain links to other websites, provided as a convenience to you and not an endorsement by us. We will notify you if you are leaving the Website or Mobile App. We are not responsible for the content of any such other website, which you enter at your own risk.

14. YOUR ACCOUNT INFORMATION AND STATEMENTS.

(a) Account Balance. Your Account balance will reflect deposits of your wages from Employer (“Payroll Loads”), less the amount of transactions and any corresponding fees or charges under this Agreement, plus or minus the amount of any adjustments, including credit or refund transactions. If a completed Money Network Check has not been cashed or deposited within 180 days after the date we provided the transaction number and issuer number, we will cancel the Money Network Check and add the amount of the cancelled Money Network Check back to your Account.

(b) Accessing Account Information. Without being charged a fee by us, you may access your Account balance via Customer Service at 1-800-845-8683 and find out whether your wages have been deposited to your Account; your Account balance and a 3-month electronic history of Account transactions (“Electronic History”) via the Mobile App; and/or your Account balance and a 12-month Electronic History via the Website. You have the right to obtain a 24-month written history of Account transactions without charge by us by calling Customer Service at 1-800-845-8683, or writing to Customer Service at Customer Service Money Network Financial, LLC, 5565 Glenridge Connector, NE, Mail Stop GH-52, Atlanta, GA 30342, and making the request. You may elect to receive monthly paper statements but we may charge a fee (see Fee Schedule for applicable fees). After you elect to receive monthly paper statements, we will provide you with a monthly paper statement for each month that your Account continues to remain open unless you cancel your monthly statements. The monthly paper statement will include information about your Employer’s deposits, the transactions you made, and fees, charges and adjustments to your Account. You may also obtain your Account balance by speaking with a Customer Service representative, or using an ATM; however, fees may apply, as provided in the Fee Schedule.

You agree to promptly review any Account information you access or receive and to notify Customer Service at the address or phone number in this Section 14(c) at once if any Account information shows transactions that you did not make or authorize. Section 25 has more specific information about disputing unauthorized transactions, fees or other errors.

15. ERRORS, OVERPAYMENTS; NEGATIVE BALANCES.

(a) Errors and Overpayments: We and Employer, where applicable, reserve the right to deduct funds from

your Account in order to correct a previous error or overpayment to you, and you authorize us (i) to share information as necessary with Employer in connection with resolving any errors or overpayments and (ii) to the extent applicable, to accept instructions from Employer to add or deduct funds from your Account and, in the case of deductions, to return those funds to Employer.

(b) Negative Balances: The amount available in your Account will be reduced by the amount of your transactions, and the corresponding fees and charges under this Agreement, and any adjustments. There is no overdraft/credit feature on your Account. If for some reason a negative balance does occur in your Account, you agree at our option (i) that we may take the amount of the negative balance from subsequent additions to your Account or (ii) to pay us on demand the amount of the negative balance.

16. ACCESS TO ACCOUNT; TRANSACTION LIMITS; FUNDING.

(a) Access: As long as you do not exceed your Account balance or the transaction limits on the Transaction Limits Schedule, you may access funds from your Account: (1) by using your Card at a participating ATM or POS terminals; (2) by requesting a transaction number and issuer number for a Money Network Check (as further described in Section 3); (3) by making an over the counter withdrawal in person at Bank of America Financial Centers (these transactions may be referred to as a bank teller over the counter withdrawals); or (4) as otherwise permitted by this Agreement. Fees may apply - see the Fee Schedule. We may refuse any transfer request that you attempt on forms not approved by us, by any method which we do not specifically permit, which is greater in number than the frequency permitted, or which is for an amount greater or less than any withdrawal limitations as indicated in the Transaction Limits Schedule. Whether we honor or dishonor a nonconforming request, we may treat continued abuse of the stated limitations (if any) as your act of closing your Account. We will use the date the transaction is completed by us (as opposed to the date you requested it) to apply to any frequency or amount limitations. See Section 28 for information about the availability of funds in your Account.

(b) Transaction Limits: See the Transaction Limits Schedule for information regarding limits on transactions. The current version of the Transaction Limits Schedule is available when you log-in to the Website. For security and regulatory reasons, we may further limit the number, type or dollar amount of transactions you may make to your Account or suspend the use of your Account and/or Card. In addition, third parties, such as a bank, ATM operator, check cashing location, or other service providers, may impose minimums or limits that are different from those identified in the Transaction Limits Schedule.

(c) Payroll Loads: We are not responsible for reporting any Payroll Loads to any governmental agencies or providing you with any notifications for tax reporting or filings. We bear no responsibility, whatsoever, for any such reporting, notices, or tax liabilities.

17. REFUNDS.

Returns and refunds for goods or services purchased with your Card are handled between you and the merchant. If you are entitled to a refund for any reason for goods or services purchased with your Card, the merchant will handle the return or refund according to the terms of their return or refund policy. If the merchant credits your Card, the credit may not be immediately available in your Account. While we post merchant refunds when they are received, we have no control over when a merchant sends a credit transaction to us. You must settle any disputes you have about the goods or services directly with the merchant. We are not liable for any misrepresentations that a merchant makes about the goods or services you purchase with your Card, or if a merchant for any reason refuses to accept your Card or fails to abide by the applicable network rules governing your Card. If a refund does not post to your Account within the timeframe stated in the merchant's return or refund policy, contact Customer Service.

18. AMENDMENTS.

We may amend this Agreement by delivering notice of the amendment to your last address as shown on our records, or as otherwise agreed to by you and us. Provided, however, that no amendments to the Agreement, including any change to terminate or modify Section 8 Arbitration Provision and Waiver of Trial by Jury, may be applied retroactively, nor will such amendment be applicable to disputes arising or events occurring before such amendment. Unless necessary to protect system security, you will be given at least 21 days' notice prior to the effective date of any amendment which results in an increased fee, an increase in your liability, a reduction in our services (including fewer types of electronic fund transfer services), or stricter

limitations on transactions or your ability to obtain funds from your Account or changes which modify or eliminate Section 8 regarding Arbitration. Amendments will be prospective only in their application. The current version of this Agreement is available on the Website after you log-in for no charge. Through your continued use of the Card and/or the Services, you agree to that current version and to any changes or amendments to this Agreement made in accordance with this Section 18.

19. TERMINATION.

We may, at any time, for any or no reason, terminate this Agreement and/or temporarily or permanently suspend your right to use your Card or otherwise participate in the Services. Without limiting the generality of the prior sentence, if your Balance is negative or zero for at least 90 consecutive days, we may terminate this Agreement. If we terminate this Agreement, we will close your Account and send a refund check for any remaining balance over \$1.00 to you at the address last provided to us by you. If your remaining Account balance is \$1.00 or less, you may call Customer Service and request that we send a refund check to you for your remaining Account balance. Once your Account has been closed, you agree to discontinue using your Card. We may contact you to obtain information about deposits and other transactions we deem suspicious. You may terminate this Agreement, close your Account, and request a check for the remaining Account balance (subject to completion of pending transactions and any applicable fees disclosed in the Fee Schedule), at any time by contacting Customer Service. You agree to destroy your Card, any Money Network Checks and any other applicable Services material if this Agreement is terminated. All provisions of this Agreement which by their nature should survive termination shall survive termination of this Agreement, including the Limitation of Liability and Dispute Provisions.

20. CFPB WEBSITE AND TELEPHONE NUMBER.

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.

21. RECORDING AND MONITORING TELEPHONE CALLS.

We may record or monitor telephone calls between you and us. We need not remind you of our recording or monitoring before each call unless required to do so by law. We or our service providers may contact you with any contact information you provide to us, including cellular and wireless phone numbers, landline numbers, and email addresses. We or our service providers may contact you by using an automated dialing or email system, by text, or artificial or recorded voice. You are responsible for any fees or service charges assessed by your plan provider for communications we or our service providers send or make to you or that you send or make to us or our service providers.

22. SEVERABILITY AND WAIVER; INTERPRETATION.

The invalidity of any provision of this Agreement shall not affect the validity of other provisions. Any waiver of any term or condition of this Agreement shall not operate or be construed as a continuing waiver of such term or condition or any other term or condition. The headings in this Agreement are for convenience or reference only and will not govern the interpretation of the provisions. Unless it would be inconsistent to do so, words and phrases used in this Agreement should be construed so the singular includes the plural and the plural includes the singular. "Including" (in any form) means "including but not limited to,"

23. ASSIGNMENT.

You may not assign, convey, subcontract, sell or transfer any of your rights or obligations with regard to the Services. We reserve the right not to acknowledge or accept attempted pledges or assignments of, or purported security interests in, your Account. We may assign this Agreement and any of our rights and obligations at any time, subject to any notice required by law. Any of our obligations under this Agreement may be performed by third parties on our behalf.

24. PRIVACY.

As part of establishing your Account, you received in the Card Carrier a copy of the Bank of America Prepaid Card Privacy Notice (our "Privacy Notice") which generally addresses our policy for handling and disclosing information. You may view our Privacy Notice at <https://moneynetwork.bankofamerica.com>. Notwithstanding any provision to the contrary in our Privacy Notice, with respect to any information we collect from you as a result of your Card usage in connection with this Program, we will only share such information related to this

Account, from time to time, subject to applicable financial privacy laws or other laws or regulations, (a) where it is necessary for completing transactions or enforcing this Agreement, or as permitted under this Agreement; (b) to anyone who we reasonably believe is conducting a legitimate credit inquiry, including inquiries to verify the existence or condition of an account for a third party such as a lender, merchant or credit bureau; (c) in response to any subpoena, summons, court or administrative order, or other legal process which we believe requires our compliance; (d) in connection with collection of indebtedness or to report losses incurred by us; (e) in compliance with any agreement between us and a professional, regulatory or disciplinary body; (f) in connection with potential sales of businesses; (g) to service providers who help us meet your needs by assisting us in providing or offering the Program; or (h) if you give us your written permission. More specifically, we will not share such information about you or your Account under this Program with service providers, affiliates, or non-affiliates for marketing purposes. The foregoing only applies to information related to your Account under the Program, and not to any other information we collect from or about you in connection with any other Bank of America product or service or otherwise, which information will be subject to the Privacy Notice or other disclosed notices as applicable. Program Manager and other third parties you elect to use in connection with the Service may also have their own privacy policies, practices, and disclosures with respect to information they gather in connection with this Agreement.

25. Bank of America's Zero Liability Policy; ELECTRONIC FUND TRANSFER ACT LIABILITY DISCLOSURES

(a) Bank of America's "Zero Liability" Policy for Unauthorized Transactions. Federal law (see the Regulation E Liability Disclosure in paragraph (b) below) may limit your liability for unauthorized transactions on your Account, but you may still be liable in some circumstances. Under the Bank of America "zero liability" policy, you may incur no liability for unauthorized use of your Card up to the amount of the unauthorized transaction, provided you notify us within a reasonable time of the loss or theft of your Card, Card number or PIN or its unauthorized use, subject to the following:

Excluded transactions. Our "zero liability" policy does not apply to any unauthorized electronic fund transfer on an account which does not involve use of your Card or Card number. Our "zero liability" policy does not apply to transactions made using Money Network Checks.

"Unauthorized" defined. A transaction is considered "unauthorized" for the purpose of our "zero liability" policy if it is initiated by someone other than you (the Cardholder) without your actual or apparent authority, and you receive no benefit from the transaction. A transaction is not considered "unauthorized" if 1) you furnish your Card, Card number or other identifying information to another person and expressly or implicitly give that individual authority to perform one or more transactions, and the person then exceeds that authority, or 2) for any other reason we conclude that the facts and circumstances do not reasonably support a claim of unauthorized use.

"Reasonable" time defined. Reasonable time will be determined in our sole discretion based on the circumstances but will not be less than the timeframes specified under the Electronic Fund Transfer Act or Regulation E (see the Regulation E Liability Disclosure in paragraph (b) below).

Other considerations. We may ask you for a written statement, affidavit or other information to support your claim. Our zero liability policy may not apply (1) if you do not provide the requested materials within the time requested or within a reasonable time if no date is stated, and we have no knowledge of the facts or other documentation to further investigate or confirm your claim or (2) under any other unusual circumstances where we believe denial is appropriate. However, the Federal law protections described in paragraph (b) below will still apply.

Limitation of our Liability. Our liability under this policy is limited to reimbursing you for the amount of your loss up to the face amount of any unauthorized card transaction covered by this policy. We are not liable for any claims, losses or damages that arise out of your misuse of the Card. We are not liable for any claims of special, indirect or consequential damages.

Your rights under Regulation E. If your claim does not meet the prescribed conditions for reimbursement under the above policy, you still retain any consumer rights you may have under Regulation E, as described in paragraph (b) below, and we will automatically re-examine the claim in accordance with those rights.

(b) Regulation E Liability Disclosure. Your Liability in Case of Loss, Theft, or Unauthorized Transactions.

These liability rules are established by Regulation E, which is a federal regulation.

Contact Customer Service Promptly. You should contact Customer Service at the numbers listed below AT ONCE if you believe your Card has been lost, stolen, or compromised, or if you believe that someone may use or has used your PIN assigned to your Card without your permission. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your Account. If you tell us within two business days after you learn of the loss or theft, you can lose no more than \$50 for an unauthorized transaction or a series of related unauthorized transactions should someone use your Card or PIN without your permission.

If you do NOT tell us within two business days after you learn of the loss, theft, or compromise of your Card or PIN and we can establish that the transactions would not have occurred had you notified us within the two-day period, you could lose as much as \$500.

If you receive a monthly Account statement and your Account statement shows an unauthorized transaction, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can establish that the transactions would not have occurred had you notified us within the applicable period.

If you do not receive a monthly Account statement and do not tell us of an unauthorized transaction within 60 days after the earlier of the date you electronically access your Account if the unauthorized transaction could be viewed in your electronic history or the date we sent the FIRST written history on which the unauthorized transactions appeared (but in any event within 120 days after the unauthorized transaction was credited or debited to your Account), you may not get back any money you lost after the applicable 60 or 120 day period if we can establish that the transactions would not have occurred had you notified us within the applicable period.

If a good reason (such as a long trip or hospital stay) keeps you from notifying Customer Service, we will extend the time periods.

Our “zero liability” policy, as described in paragraph (a) above, regarding unauthorized transactions on personal accounts that involve the use of a personal Card, may give you more protection, provided you report the transactions promptly.

(c) Responsibility for Authorized Transactions. You agree that you are financially responsible for all uses of your Card and the Money Network Checks provided to you and for the disbursement requests or information provided to us, our representatives, agents or employees, using either your passwords or other personal identifying names or other information, whether by website, data entry, ATM use or otherwise, except as otherwise provided in this Section 25.

When you give someone your Card or PIN, you are authorizing that person to use your Card and you are responsible for all transactions that person performs with your Card or PIN. These transactions are authorized transactions. Transactions are considered unauthorized only after you notify us that the person is no longer authorized. Remember, do not write your PIN on your Card or carry your PIN with you. This reduces the possibility of someone using your Card without your permission if it is lost, stolen or compromised.

(d) Telephone Number and Address for Notice of Unauthorized Transaction, Lost or Stolen Card or PIN, or if You Believe that Someone Else May Use Your Card or PIN.

If you believe that your Card or PIN is lost or stolen or that someone may use or has used your Card or PIN without your permission, telephone or write to Customer Service at:

Money Network Financial, LLC
5565 Glenridge Connector, NE
Mail Stop GH-52
Atlanta, GA 30342
Phone: 1-800-845-8683.

You may contact Customer Service 24 hours per day/365 days per year.

26. OTHER ELECTRONIC FUND TRANSFER ACT DISCLOSURES

(a) Our Failure to Complete a Transaction. If we do not complete a transfer to or from your Account on time or in the correct amount according to this Agreement, 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 money in your Account to complete the transaction; (2) if a merchant refuses to accept your Card; (3) if the ATM where you are making the transaction does not have enough cash; (4) if the ATM or POS terminal was not working properly and you knew about the breakdown when you started the transaction; (5) if circumstances beyond our control (such as power outages, equipment failures, fire or flood) prevent the transaction, despite reasonable precautions that we have taken; (6) if your Card or PIN has been reported to be, or suspected of being, lost, stolen, or compromised, and we have taken action to prevent transactions with your Card or PIN; or (7) if we have reason to believe the requested transaction is unauthorized or fraudulent.

(b) Error Resolution. In Case of Errors or Questions About Your Transactions:

Cardholders Who Do Not Receive Monthly Account Statements.

Telephone or Write to Customer Service.

Call or write as soon as you can if you think an error has occurred in your Account. We must allow you to report an error until 60 days after the earlier of the date you electronically access your Account, if the error could be viewed in your electronic history, or the date we sent the FIRST written history on which the error appeared; but in any event you must report the error no more than 120 days after the transaction allegedly in error was credited or debited to your Account. You may request a written history of your transactions at any time by calling or writing Customer Service. You will need to tell us:

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

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days. We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will make a provisional credit to your Account within 10 business days for the amount you think is in error, so that you will have the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not provisionally credit your Account.

For errors involving new accounts, POS, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to provisionally credit your Account for the amount you think is in error. We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation; in addition, we have the right to debit any provisional credits that we may have provided during an investigation in accordance with applicable law. You may ask for copies of the documents that we used in our investigation. If you need more information about our error-resolution procedures, call or write to

Customer Service at 1-800-845-8683 or Money Network Financial, LLC, 5565 Glenridge Connector, NE, Mail Stop GH-52, Atlanta, GA 30342.

Cardholders Who Receive Monthly Account Statements.

Telephone or write to Customer Service

Call or write as soon as you can if you think your monthly Account statement or receipt is wrong or if you need more information about a transaction listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared. You will need to tell us:

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

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days. We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will make a provisional credit to your Account within 10 business days for the amount you think is in error, so that you will have the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not provisionally credit your Account.

For errors involving new accounts, POS, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to provisionally credit your Account for the amount you think is in error. We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation; in addition, we have the right to debit any provisional credits that we may have provided during an investigation in accordance with applicable law. You may ask for copies of the documents that we used in our investigation. If you need more information about our error-resolution procedures, call or write to Customer Service at 1-800-845-8683 or Money Network Financial, LLC, 5565 Glenridge Connector, NE, Mail Stop GH-52, Atlanta, GA 30342.

(c) Types of Electronic Fund Transfers; Limitations; Receipts. Indicated below are the types of permitted transactions. Fees and limits on the permitted frequency or dollar amount may apply to these transactions – see your Fee Schedule and Transaction Limits Schedule for more information. You usually can get a receipt at the time you make any transaction with your Card at ATM, Teller or point-of-sale terminal; except that you may not get a receipt if the amount of the transaction is \$15 or less. You may be asked to provide a receipt in order to verify a transaction with us or the merchant. ATM receipts are not final because each transaction is subject to verification by us. If the ATM receipt and our records conflict, our records will govern.

1. **ATM Transactions** - You may access your Account by ATM using your Card and PIN to:

- Get cash withdrawals.
- Find out the current amount of your Account balance.

2. **Card Transactions** - You may use your Card to access your Account to:

- Purchase goods.
- Pay for services.
- Get cash from a merchant, if the merchant permits, or from a participating financial institution.
- Get cash from an ATM.

Some of these transactions may not be available at all terminals.

You do not have the right to stop payment on any purchase transaction originated by use of your Card, unless otherwise stated in this Agreement. When you use your Card for certain types of purchases, such as those made at restaurants, hotels, gas station pumps, or similar purchases, your purchase may be “preauthorized” for an amount greater than the transaction amount to cover gratuities or incidental expenses. A “hold” will be placed on the funds equal to the preauthorization amount until the merchant sends us the final payment amount of your purchase. During the hold period, you will not have access to preauthorized amounts. Once the final payment amount is received, we will remove the hold on the preauthorization amount. 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.

3. **ACH Transactions** – You may initiate withdrawals from your Account via ACH to:
 - Make payments
 - Transfer funds to an account at another financial institution
4. **International Transactions** – Refer to your fee schedule to determine if your Account may be used for International Transactions and any related fees.
5. **Split Transactions** - A “split-tender” transaction splits the transaction amount between your Card and another form of payment. Depending on the merchant’s policy, you may be able to use your Card toward a portion of the final purchase price, and then use another form of payment to pay the balance of the final purchase price. This is called a “split-tender” transaction. You must ask the merchant if they can accept two forms of payment for your purchase. If the merchant agrees, first request that the merchant place a specific dollar amount on the other form of payment (e.g., the final transaction amount less the balance of the funds available in your Account), and then use the Card to pay the remaining balance. Note that some merchants, particularly department stores, do not allow split tender transactions, or will only allow a split-tender transaction if the other form of payment is cash or check. Internet and most mail order merchants do not allow split-tender transactions.
6. **Preauthorized Payments** - You may make arrangements to pay certain bills from your Account on a one-time or recurring basis.

Right to stop payment and procedure for doing so - If you have told us in advance to make regular payments from your Account, you can stop any of these payments by calling or writing Customer Service, in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call. Fees may apply; please refer to the Fee Schedule. Notifications to stop preauthorized payments should be made to Customer Service at 1-800-845-8683, or Money Network Financial, LLC, 5565 Glenridge Connector, NE, Mail Stop GH-52, Atlanta, GA 30342.

Notice of varying amounts - If these regular payments may vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.)

Liability for failure to stop payment of preauthorized transfer - If you order us to stop one of these payments at least 3 business days before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

27. **BUSINESS DAYS.** For purposes of this Agreement, our business days are Monday through Friday,

excluding federal holidays.

28. FUNDS AVAILABILITY

Once the funds are credited to your Account, you can access them using a Money Network Check or your Card or as otherwise provided in this Agreement. Funds received by us may be delayed if there is an emergency, such as a systems failure. If you cancel a Money Network Check as described in Section 3, we will credit your Account within three to five business days after we receive the voided Money Network Check and other required information from you. If the Check you wish to cancel has been lost or stolen, the credit may be delayed beyond three to five business days. If we receive such required information on or before 6:00 p.m., Eastern Time, on a business day that we are open, we will consider that day to be the day we received the required information. However, if we receive such required information after 6:00 p.m., Eastern Time, or on a day we are not open, we will consider such required information to be received on the next business day we are open.

If we suspect irregular, unauthorized, or unlawful activities may be involved with your Account, we may “freeze” (or place a hold on) the balance pending an investigation of such suspected activities. If we freeze your Account, we will provide any notice required by law.

29. TRUTH-IN-SAVINGS DISCLOSURE

No interest is paid on your Account.

30. CLAIMS BY THIRD PARTIES AGAINST YOUR ACCOUNT.

(a) Claims or Disputes by Third Parties Concerning Your Account. If a third party makes a claim against funds in your Account, or if we have reason to believe there is or may be a dispute over matters such as the ownership of your Account or the authority to withdraw funds, we may, in our sole discretion, (1) continue to rely on current enrollment forms or other Account documents, (2) honor the competing claim upon receipt of evidence we deem satisfactory to justify such action, (3) freeze all or part of the funds until the dispute is resolved to our satisfaction, or (4) pay the funds into an appropriate court of law for resolution.

(b) Liens and Attachments. Following receipt by us of any notice of lien, process in attachment, garnishment or other proceeding relating to you or your Account, we are authorized, without notice to you, unless otherwise required by law, to withhold transfer of so much of the balance of your Account as may be the subject of such notice or process, and to pay such amount to the court or creditor, in accordance with applicable state or federal law, without responsibility to you for such withholding or payment or for refusal to honor transfers made by you.

31. UNCLAIMED PROPERTY.

Any remaining unclaimed balance will be reported and remitted as unclaimed property to the appropriate state as required by state law after a period of time defined by that state’s law. After we turn the funds over to the state, we have no further liability to you for the funds and you must apply to the appropriate state agency to reclaim your funds.

32. FDIC INSURANCE.

The funds in your Account are eligible for FDIC insurance. Coverage may be limited if you have any other accounts with us that are FDIC-insured.

Purchase Security:

You’re protected if the item you bought with your covered Bank of America Money Network Visa card is stolen or damaged due to covered circumstances within the first 90 days. Purchase Security can replace, repair or reimburse the item (\$500 maximum per claim). Keep in mind that if your item is stolen or damaged, you must file a police report within 48 hours of the occurrence.

Easy claim process: Go to www.cardbenefitservices.com or call the Benefit Administrator at 1-800-553-4820 to file a claim or get your questions answered. If you are outside the U.S., you can call collect: 1-303-967-1096. Please keep in mind you will want to read the full terms and conditions provided in your Guide to

Benefits for further details including restrictions, limitations and exclusions. In order for coverage to apply, you must use your covered Bank of America Money Network Visa card to secure transactions.

To obtain a copy of the benefit terms go to <https://moneynetwork.bankofamerica.com> . Certain restrictions and limitations may apply.

Cards are issued by Bank of America, N.A., Member FDIC, pursuant to a license by Visa U.S.A. Inc. or Mastercard International Incorporated. Mastercard is a registered trademark, and the circles design is a trademark of Mastercard International Incorporated. App Store is a service mark of Apple Inc. Google Play and the Google Play logo are trademarks of Google LLC, an affiliate of First Data Corporation. The Money Network trademark and logo are registered trademarks of Money Network Financial, LLC. All other trademarks, service marks, and trade names referenced in this Agreement are the property of their respective owners.

© 2019 Bank of America Corporation. All Rights Reserved.
Effective date: April 1, 2019