

Terms & Conditions

CARDHOLDER AGREEMENT FOR VISA® PREPAID CARD (ALINE CARD BY ADP)

You will be deemed to have accepted your Aline Card by ADP Visa Prepaid Card and to have agreed to the terms and conditions of this Cardholder Agreement (the "Agreement") if you do any of the following: (a) request and receive the Visa Prepaid Card; (b) sign the back of the Visa Prepaid Card; (c) activate the Visa Prepaid Card; or (d) use the Visa Prepaid Card. **Please read this Agreement carefully and keep it for future reference.**

In this Agreement, "Prepaid Card" means your personalized and/or non-personalized Aline Card issued by First California Bank under license from Visa U.S.A., Inc. ("Visa") in connection with ADP's Aline Card Program (the "Program"). "You" and "your" mean the person to whom a Prepaid Card is issued in connection with the Program. "ADP" means ADP, Inc., the company that manages the Program through sponsorship from First California Bank, or anyone to whom it may assign its rights. "FCB" means First California Bank, which issues the Prepaid Card. "Us", "we" and "our" mean ADP and/or FCB.

I. General Information

- A. The funds associated with your current available Prepaid Card balance are held in a deposit account maintained by FCB as agent for and for the benefit of cardholders of Prepaid Cards issued by FCB in connection with the Program, and you have a beneficial interest in such deposit account in the amount of your current available Prepaid Card balance. Your current available Prepaid Card balance may be referred to herein as your Prepaid Card account. Funds in your Prepaid Card account may be accessed only through the use of the Prepaid Card and its associated functionality in accordance with this Agreement. To the extent available under applicable law, funds in your Prepaid Card account are insured up to the maximum amount provided by the FDIC. You will not be paid interest or any other earnings on the funds in your Prepaid Card account.
- B. The Prepaid Card allows electronic access to the balance in your Prepaid Card account. Your Prepaid Card is not a credit card. You can use your Prepaid Card as set forth in Section II below. You acknowledge and agree that the amount available to you through use of your Prepaid Card is limited to the balance in your Prepaid Card account. This amount is recorded on our records and a transaction using the Prepaid Card will not be authorized if it exceeds the balance remaining in your Prepaid Card account. For information related to transactions in excess of your balance, please refer to Section IV.
- C. The Prepaid Card is a proprietary form of a debit card provided in connection with the Program. It does not connect in any way to any checking account, share draft account, or savings account or any other prepaid card or credit card you may have other than your Prepaid Card account. The primary cardholder (the "Primary Cardholder") is being issued a Prepaid Card in accordance with directions from a client of ADP participating in the Program (the "Participating Company"). The Participating Company may be the Primary Cardholder's employer or the Primary Cardholder may be receiving benefit or reimbursement payments from the Participating Company. Participating Company may also be any third party from whom you receive funds credited to your Prepaid Card account ("fund loads") including ADP clients that subsequent to this Agreement become the Primary Cardholder's employer. The Participating Company may impose requirements for maintaining your participation in the Program. The Participating Company also may elect to terminate your participation in the Program and/or to cease making the Program available.
- D. **Non-Personalized Cards ONLY:** If your Prepaid Card is a non-personalized card (i.e. your name does NOT appear on the front), your card is an instant issue card and is designed to accommodate a minimal number of fund loads. If you make or receive a second load of funds to your non-personalized Prepaid Card, you agree that we may provide you with a new Prepaid Card bearing your name and a new card number which can accommodate multiple fund loads, as well as provide you with additional features as described in Sections I.E-F and IX. Once you receive your new Prepaid Card bearing your name and activate it, your non-personalized Prepaid Card will be cancelled and any remaining funds in your Prepaid Card account will be accessible through your new Prepaid Card bearing your name. If you fail to activate your new Prepaid Card bearing your name within the timeframe specified, we will assume you no longer wish to have a Prepaid Card and will cancel your non-personalized Prepaid Card. Please see Section XII.D below for the treatment of remaining balances on cancelled Prepaid Cards. If you receive only one fund load to your non-personalized Prepaid Card, you may continue to use your card to spend your balance until the expiration date that appears on the card.
- E. **Personalized Cards ONLY:** If you have a personalized Prepaid Card (i.e. your Prepaid Card bears your name on the front), we may issue a secondary Prepaid Card ("Secondary Card") to up to two additional persons that are members of the Primary Cardholder's family or household at the written request of the Primary Cardholder (each a "Secondary Cardholder"). Each such Secondary Cardholder will have full access to any funds in the Primary Cardholder's Prepaid Card account; there is no separate account balance associated with the Secondary Card. Primary Cardholders that are under 18 years of age are not eligible to request Secondary Cards. In the event a Secondary Card is issued, the provisions set forth in Section IX shall apply.
- F. The Participating Company or ADP, at your direction, may direct wages, consulting fees, commissions or other payments to be allocated to the Primary Cardholder's Prepaid Card account balance. To the extent permitted under the Program, Primary Cardholders and Secondary Cardholders may also load, transfer or cause to be transferred additional funds to be allocated to the Primary Cardholder's Prepaid Card account balance. All such funds will be fully accessible to both the Primary Cardholder and Secondary Cardholders. Fund loads and transfers may be restricted based on card type (e.g., personalized Prepaid Card versus non-personalized Prepaid Card).

II. Using Your Prepaid Card

- A. Provided there are sufficient funds in your Prepaid Card account to pay for such transaction, you may use your Prepaid Card to:
1. Pay for goods or services or both at merchants who accept Visa Prepaid Cards and/or Interlink cards ("point-of-sale transactions").
 2. Obtain cash from participating financial institutions ("over-the-counter transactions").
 3. Perform transactions at any ATM worldwide bearing the VISA and/or Plus logos.
 4. Load funds to your Prepaid Card account.
- Some of these services may not be available at all terminals or with all card types (e.g., personalized Prepaid Card versus non-personalized Prepaid Card).
- B. You may use your Prepaid Card only after activation. Using your Prepaid Card and selected Personal Identification Number ("PIN"), you may withdraw cash from ATMs bearing the VISA and/or Plus logos worldwide. You may also use

your Prepaid Card to purchase goods and services at Interlink merchants; Interlink merchants are predominantly located in the United States. Some Interlink merchants may allow you to use your Prepaid Card for cash-back on purchases. You may change your PIN, check your balance and transaction activity and initiate other customer service requests by logging on to the website at mycard.adp.com or by calling Cardholder Services at the phone number located on the back of your Prepaid Card.

- C. The Prepaid Card and PIN are provided for your use and protection. You agree that you will:
1. not disclose the PIN nor record it on the Prepaid Card or otherwise make it available to anyone else;
 2. use the Prepaid Card, the PIN and any terminal as instructed;
 3. promptly notify Cardholder Services of any loss or theft of the Prepaid Card or PIN by calling 877-ADP-4321 (or 877-237-4321);
 4. be liable for any transactions made by you or a person you authorize or permit to use your Prepaid Card and/or PIN. If you permit someone else to use your Prepaid Card, you will be deemed to have authorized such use and you will be liable unless you notify Cardholder Services by calling the phone number located on the back of your Prepaid Card that transfers by that person are no longer authorized.
- D. You can get a receipt at the time you make any transfer to or from your Prepaid Card account using an ATM or point-of-sale terminal.
- E. If you have arranged to have direct deposits made to your Prepaid Card account at least once every 60 days from the same person or company, you can call Cardholder Services at the phone number located on the back of your Prepaid Card to find out whether or not the deposit has been made. This information is also available online for free at mycard.adp.com.

III. Fees and Charges

- A. You will receive a copy of your Fee Schedule when you open your Prepaid Card account and anytime thereafter as required by applicable law. You agree that the fees and charges set forth in your Fee Schedule apply to your Prepaid Card and your usage and you authorize us to deduct the applicable amount from your Prepaid Card account balance. A particular fee on the Fee Schedule may not apply if it is restricted by law in your state.
- B. You understand that parties other than ADP and FCB including, without limitation, third-party ATM operators and cash reload merchants may apply other fees for use of the Prepaid Card or services related to the Prepaid Card. Such fees will be disclosed by the party charging it at the time the services are used and you authorize us to deduct such fees from your Prepaid Card account. For instance, if you use an ATM that is outside of the ATM networks specified in your Fee Schedule (or outside the limits specified), you may be charged a fee by us as well as by the third-party ATM operator. Information about the locations of ATMs associated with the Program can be found at mycard.adp.com.
- C. You understand and agree that we may change, add or delete any fees and charges from your Fee Schedule, from time to time, in accordance with Section XII of this Agreement and any applicable laws or regulation.

IV. Transactions in Excess of Balance

- A. Each time you use your Prepaid Card, the amount of the transaction will be debited from your Prepaid Card account balance. You are not allowed to exceed your available Prepaid Card balance, by any individual or series of purchases. Nevertheless, if, through unusual circumstances this occurs, you agree to be responsible for payment in full of any negative balance and to forward such payment to us immediately. You grant us the right to automatically debit such negative balance amount from current or future additions to your Prepaid Card account. If your transaction at a merchant will exceed the balance in your Prepaid Card account, you must tell the merchant before completing the transaction. If the merchant allows you to complete the transaction, the merchant will require payment of the excess through another means acceptable to the merchant.
- B. In addition to other rights under this Agreement, in the event of a negative balance, you: (1) authorize the Participating Company to withhold the amount of the negative balance (whether caused by the Primary Cardholder or a Secondary Cardholder) from future compensation in accordance with applicable law or regulation; (2) agree that we may request that the Participating Company so withhold the amount of the negative balance from your future compensation and pay such withheld amount(s) to us to offset your negative balance (whether caused by the Primary Cardholder or a Secondary Cardholder); (3) consent to disclosure by us to the Participating Company of the amount and circumstances of any such negative balance (whether caused by the Primary Cardholder or a Secondary Cardholder); and (4) consent to disclosure by us to the Participating Company and to any other persons of the suspension or termination of your Prepaid Card account and of this Agreement.

V. Foreign Currency Transactions

The amount of any transaction in a foreign currency will be converted to U.S. dollars. The by-laws and rules of Visa will determine the conversion rate for the transaction. Currently, the exchange rate between the transaction currency and the billing currency used for processing international transactions is either: (a) a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives or (b) the government mandated rate in effect for the applicable central processing date, in either case, plus an additional fee as indicated in the Fee Schedule. The additional fee may be assessed on all transactions in which the merchant is located in a country other than the U.S., even in transactions that do not require currency to be converted.

VI. Failure to Complete Transactions; Funding Issues

- A. If we do not complete a transfer to or from your Prepaid Card 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 Prepaid Card account to make the transfer.
2. If the automated teller machine where you are making the transfer does not have enough cash.
3. If the terminal was not working properly and you knew about the breakdown when you started the transfer.
4. If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.

In addition, we will not be liable to you for funding delays or failures that are: (1) the result of late or failed receipt of funding payments from the Participating Company, you or any third party; (2) due to issues with the creditworthiness of the Participating Company or any third party; (3) due to an inability to authenticate funding instructions from the Participating Company, you or any third party; (4) due to issues in validating that funds have been sent from a legitimate source or as part of a legitimate transaction; or (5) due to the

fact that we have not received final settlement on funds provided by the Participating Company, you or any third party.

- B. If we credit funds to your Prepaid Card account in error or in connection with an illegitimate transaction, you are not entitled to such funds and you authorize us to initiate debits to your Prepaid Card account for the amount of the funds previously credited to your Prepaid Card account. In addition, if we credit funds to your Prepaid Card account in error or in connection with an illegitimate transaction on behalf of the Participating Company, you authorize the Participating Company to initiate debits to your Prepaid Card account for the amount of such funds credited to your Prepaid Card account, except as may be prohibited by law or agreements to which we or the Participating Company are a party.
- C. We will not be liable to you if you do not have an available balance in your Prepaid Card account sufficient to complete a particular transaction. You may, however, be able to split your purchases between the Prepaid Card and another credit or debit card or cash. If you are uncertain as to the exact available balance in your Prepaid Card account, please check online at mycard.adp.com to verify your balance for free or call Cardholder Services at the phone number located on the back of your Prepaid Card prior to attempting to make a purchase or withdrawal.
- D. If you authorize a reservation (for example, a hotel reservation), the approval may result in a hold on your Prepaid Card account for the amount of some or all of the expected reservation for approximately 30 days. If you make certain transactions where the merchant requires authorization on an assumed purchase amount and your ultimate purchase varies from the authorized amount (for example, to pay for gas station goods or services or some restaurant charges), there will be a hold on your Prepaid Card account for the assumed amount for approximately 72 hours. We will not be liable to you for any failure to honor your Prepaid Card resulting from any of these holds.

VII. Use of Telephone/Web Services

You may contact Cardholder Services by calling the phone number located on the back of your Prepaid Card or by providing your cardholder login at mycard.adp.com.

VIII. Account Information

Information about the amount of money you have remaining in your Prepaid Card account, along with an electronic statement and a 60 day history of account transactions, is available online for free at mycard.adp.com. You may also obtain this information by calling the phone number located on the back of your Prepaid Card.

If you have provided us with your e-mail address, we will send you an e-mail letting you know when your statement is available for online viewing. You also have the right to obtain a 60 day written history of account transactions for free by calling the phone number located on the back of your Prepaid Card or writing us at:

ADP TotalPay Card
c/o Visa DPS
P.O. Box 636001
Highlands Ranch, CO 80163-6601
Attention: Cardholder Services

You may choose to receive paper statements in the mail by selecting to receive periodic statements at mycard.adp.com. There is a fee associated with the receipt of paper statements as reflected on the Fee Schedule.

IX. Additional Terms if Secondary Cards Issued

The following terms will apply if one or more Secondary Cards are issued:

- A. **Secondary Card Issuance.** We will make any inquiries of the prospective Secondary Cardholder that we consider appropriate to help determine whether we should issue a Secondary Card. This may include, but is not limited to, verification of identity. Secondary Cards may only be issued to persons in the United States with a valid social security number or tax identification number.
- B. **Secondary Card Use.** A Secondary Card may be used by a Secondary Cardholder in the same manner and to the same extent as the Primary Cardholder may use his or her Prepaid Card.
- C. **Full Access to Cardholder Transactional Data.** Each Primary Cardholder and Secondary Cardholder will have full access to the transactional information associated with the Primary Cardholder's and all Secondary Cardholders' Prepaid Cards.
- D. **Communications.** All communications to be sent or given in accordance with this Agreement will be communicated to the Primary Cardholder only. The Primary Cardholder is responsible for sharing all communications from us with the Secondary Cardholders. All communications sent or given to the Primary Cardholder are deemed to be given to both the Primary Cardholder and the Secondary Cardholders.
- E. **Bound by all Instructions.** The Primary Cardholder and any Secondary Cardholders each agree to be bound by all instructions and requests made or purported to be made by any of them.
- F. **Cancellation by Primary Cardholder.** A Secondary Cardholder's Prepaid Card may be terminated at the request of the Primary Cardholder at any time, provided that we are given a reasonable opportunity to act on such request.
- G. **Responsibility for Secondary Cardholder Transactions.** The Primary Cardholder shall be responsible for the Prepaid Card usage, including any fees and charges, by any Secondary Cardholder or any person authorized by any Secondary Cardholder. If the Secondary Card is used in a manner which violates this Agreement, both the Primary and Secondary Cards may be cancelled.
- H. **Liabilities not affected by Disputes of Cardholders.** All obligations of the Primary Cardholder and Secondary Cardholders under this Agreement to us shall not be affected by any dispute or counterclaim or right of set-off which the Primary or Secondary Cardholders may have against each other.

X. Disputes

- A. You agree to settle all disputes about purchases you make or fund loads you initiate using the Prepaid Card with the merchant who honored the Prepaid Card or accepted the fund load.
- B. If you have a dispute with the Participating Company about the amount of your wages, consulting fees, commissions, benefit payments or other similar payments, or the amount that ADP, on behalf of the Participating Company, allocates to or deducts from your Prepaid Card account, you agree not to involve us and to resolve the dispute directly with the Participating Company.

XI. Returns and Refunds

If you are entitled to a refund for any reason for goods or services obtained with a Prepaid Card, you agree to accept credits to your account in place of cash.

XII. Amendment and Cancellation

- A. We may at any time cancel, change or repeal the terms and conditions in this Agreement or the Fee Schedule, including the amount of any fee or charge. You will be notified of any change in the manner provided in this Agreement or as otherwise required by and in compliance with applicable law. Without otherwise limiting our rights and obligations, if the change is made for security purposes we can implement such change without prior notice. You agree to any aforementioned changes by continued use of the Prepaid Card, utilization of the Program or maintenance of funds in your Prepaid Card account.
- B. We may cancel or suspend this Agreement at any time. The Prepaid Card remains the property of FCB. Your right to use the Prepaid Card may be cancelled or suspended at any time. Once you become aware that your Prepaid Card account has been cancelled, you and the Secondary Cardholder (if any) agree to discontinue using the Prepaid Card.
- C. If you choose to cancel your Prepaid Card account, you agree to use the Prepaid Card to reduce the balance to zero. However, if you prefer, we will send a check to the Primary Cardholder for the remaining balance. You understand that we will not close the Prepaid Card account to further use until such time as the balance is reduced to zero, or 30 days from your notice of cancellation, whichever occurs first. You further understand that you are responsible for any negative balance that occurs after your notice of cancellation to the same extent as provided in this Agreement for an open Prepaid Card account. You agree to destroy the Prepaid Card after cancellation and your balance has been reduced to zero.
- D. If we cancel your Prepaid Card account we may, at our option, either: (1) apply the remaining balance to a new prepaid card account to the benefit of the Primary Cardholder; (2) send a check to the Primary Cardholder for the remaining balance; or (3) hold the remaining balance in an account (without any obligation to pay interest on the account) until the Primary Cardholder instructs us on how to disburse the remaining balance.

XIII. Other Terms

- A. Your Prepaid Card, Prepaid Card account and your obligations under this Agreement may not be assigned. We may transfer our rights under this Agreement.
- B. You agree that you will not use your Prepaid Card for fraudulent or illegal purposes.
- C. Use of your Prepaid Card and services related to your Prepaid Card is subject to all applicable rules and customs of any clearing house, Visa or other association involved in transactions and you agree to comply with such rules and customs.
- D. We do not give up our rights by delaying or failing to exercise them at anytime.
- E. If any term of this Agreement is found by a court to be illegal or not enforceable, all other terms will still be in effect and will be interpreted to achieve our original intent.
- F. Unless otherwise provided by law, our liability to you is limited to reimbursement for the face amount of any unauthorized transaction subject to the terms and conditions set forth in this Agreement. We will not be liable for any claims of special, indirect or consequential damages.
- G. To the extent applicable, you consent to receive disclosures and notices in electronic form in connection with the Program and your Prepaid Card. Any notice from us to you shall be deemed to have been given when mailed, actually delivered to you at your notice address or electronically disclosed. Your notice address shall be the address you provided when you applied for your Prepaid Card unless you have notified us of a substitute notice address or we have otherwise obtained a more recent address for you for our records. However, it is your responsibility to ensure that we have a current address for you in our records and you must tell us when you change your address. Notices to us must be sent to us at the notice address set forth below for errors or questions about your transactions.
- H. Federal law and the rules and regulations applicable to national banks govern this agreement. To the extent federal law is not applicable, the laws of the state of Delaware govern this Agreement and any disputes arising from this Agreement must be brought and resolved in United States District Court for the Central District of California in the county of Riverside. In the event of any conflict between the provisions of this Agreement and any applicable law or regulation, this Agreement will be deemed to be modified to the extent necessary to comply with such law or regulation.
- I. The Program and your Prepaid Card may have now or in the future additional features and functionality not included in this Agreement or the Fee Schedule. These additional services may have associated terms, conditions and fees. You agree that your utilization of the additional services indicates your acceptance of these terms, conditions and fees.

XIV. Loss, Theft or Unauthorized Use

You are responsible for all authorized uses of your Prepaid Card. Tell us AT ONCE if you believe your Prepaid Card or PIN has been lost or stolen. Telephoning is the best way to keep your possible losses down. You could lose all the money in your Prepaid Card account. If you tell us within 2 business days after you learn of the loss or theft of your Prepaid Card or PIN, you can lose no more than \$50 if someone used your Prepaid Card or PIN without your permission.

If you do NOT tell us within 2 business days after you learn of the loss or theft of your Prepaid Card or PIN, and we can prove we could have stopped someone from using your Prepaid Card or PIN without your permission if you had told us, you could lose as much as \$500.

Also, if your account activity shows transactions that you did not make, tell us at once. If you do not tell us within 60 days after the earlier of the date you electronically accessed your account, if the transaction in question could be viewed in your electronic history, or the date we sent the FIRST written history or FIRST statement (in the event you receive periodic statements) on which the transaction appeared, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time.

If a good reason as determined by us (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

If you believe that the Prepaid Card or PIN has been lost or stolen or that someone has transferred or may transfer money from the Prepaid Card account without your permission, call Cardholder Services at 877-ADP-4321 (or 877-237-4321) or write to us at:

Aline Card by ADP
c/o Visa DPS
P.O. Box 636001

Highlands Ranch, CO 80163-6601

Attention: Cardholder Services

If you report the Prepaid Card or PIN as lost or stolen, we may close the Prepaid Card account and transfer any balance you have to a new account in an attempt to prevent further losses.

For purposes of this Agreement, our business days are Monday through Friday. Holidays are not included.

XV. The Following Notice Contains Information About Your Right to Dispute Errors

A. In case of errors or questions about your electronic transactions, telephone us at the phone number located on the back of your Prepaid Card, or write to us at:

Aline Card by ADP

c/o Visa DPS

P.O. Box 636001

Highlands Ranch, CO 80163-6001

Attention: Cardholder Services

as soon as you can, if you think an error has occurred in your Prepaid Card account. We must allow you to report an error until 60 days after the earlier of the date you electronically accessed your account, if the error could be viewed in your electronic history, or the date we sent the FIRST written history or FIRST statement (in the event you receive periodic statements) on which the error appeared. You may request a free written history of your transactions at any time by calling us at the phone number located on the back of your Prepaid Card or writing us at:

Aline Card by ADP

c/o Visa DPS

P.O. Box 636001

Highlands Ranch, CO 80163-6001

Attention: Cardholder Services

B. In that notice you will need to tell us:

1. Your name and Prepaid Card account number.

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

3. Approximately when the error took place.

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

D. 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 credit your Prepaid Card account within 10 business days for the amount you think is in error so that you will have use of 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 credit your Prepaid Card account. This means these funds will not be available for your use. For errors involving new accounts, point-of-sale, or foreign-initiated transactions (that is, a transaction that was initiated other than in any state, territory or possession of the United States, the District of Columbia, the Commonwealth of Puerto Rico or any political subdivision of any of the above), we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation and will take all appropriate action permissible under applicable law. You may ask for copies of the documents that we used in our investigation.

If you need more information regarding our error-resolution procedures call us at the phone number located on the back of your Prepaid Card.

XVI. Preauthorized Payments

A. If you have told us in advance to make regular payments out of your Prepaid Card account, you can stop any of these payments. Call us at the phone number located on the back of your Prepaid Card or write us at:

Aline Card by ADP

c/o Visa DPS

P.O. Box 636001

Highlands Ranch, CO 80163-6001

Attention: Cardholder Services

in time for us to receive your request three business days or more before 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.

B. If these regular payments may vary in amount, the person you are going to pay shall tell you 10 days before each payment when it will be made and how much it will be.

C. If you order us to stop one of these payments three business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

XVII. Disclosure of Card Information to Third Parties

You will receive a copy of our Privacy Policy when you open your Prepaid Card account and at least once each year thereafter. Our Privacy Policy describes how we collect, protect and use your confidential financial and other information and the circumstances in which we share your information with affiliates and with unaffiliated third parties, including service providers and the Participating Company.

In addition, we will disclose information to third parties about your Prepaid Card account or the transfers to or from your Prepaid Card account:

i. Where it is necessary for completing transfers to or from your Prepaid Card account; or

ii. In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or

iii. In connection with inquiries or investigations of possible or actual fraudulent activities related to the use of the Prepaid Card; or

iv. In order to comply with government agency, court orders or other legal process; or

v. If you give us your written permission.

You also authorize us to disclose to and share information about you with others except as prohibited by law.

XVIII. Inquiries Regarding Cardholder

We may make, and you consent to us making, any inquiries that we consider appropriate to help determine whether we should open, maintain, close your account, issue or close a Secondary Card or enable additional features, such as the ability to reload cash to your account. This may include verification of identity and employment and credit reports or other reports from account information services and credit reporting agencies.

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW PREPAID CARD ACCOUNT AND FOR REQUESTING A SECONDARY CARD

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 an account.

What this means for you: When you open a Prepaid Card account or request a Secondary Card, we may require your name, address, date of birth, social security number, tax identification number and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

XIX. Loading Cash Funds to Your Prepaid Card Account (e.g. Visa ReadyLink Enabled Cards)

You may have the ability to load funds to your Prepaid Card account through various cash reload networks. For instance, if your card is enabled with this feature, you may load funds to your Prepaid Card account at any time through such participating reload locations. There may be minimum and maximum requirements as to the amount of funds and maximum requirements as to the number of times you may load funds to your Prepaid Card account per week and/or month. To the extent this feature is available for your Prepaid Card, you will receive additional information about this feature. In addition, information will be provided on mycard.adp.com.



CHANGES HAVE BEEN MADE TO THE ALINE CARD BY ADP® PREPAID CARDHOLDER AGREEMENT. Please visit www.mycard.adp.com to view the most recent ALINE Cardholder agreement prior to activating your ALINE Card.

CHANGES TO THE ALINE CARD BY ADP FEATURES AND SERVICES WILL GO INTO EFFECT ON JULY 1, 2015. Please be sure to read this letter in its entirety to help avoid any service interruptions once you activate your ALINE Card.

Dear Valued Employee,

On July 1, 2015, ADP is making changes to the ALINE Card features. You will be able to use the services of a new bill pay provider, Evolve Money®. You can access Evolve Money by logging into www.mycard.adp.com and clicking on links to Evolve Money's website found on the "Bill Pay" section of our website. Evolve Money will allow you to:

- Pay thousands of billers nationwide that are included in the Evolve Money network at no cost to you when you use your ALINE Card. (Evolve Money may charge fees for other bill pay services.)
- Pay utilities, cable, internet, phone, insurance, store cards, and much more.
- Access these features on your smartphone, tablet, or desktop computer at any time, day or night.
- And coming soon, expanded payments – A new enhanced payment option will allow you to pay billers that are not included in the Evolve Money network. (Evolve Money fees for out-of-network bill payments and additional features may apply.)

IMPORTANT INFORMATION:

CHANGES TO BILL PAYMENT

- **If you have existing bill payments scheduled with our current bill pay provider on www.mycard.adp.com, you must take action before June 30, 2015 to sign up with Evolve Money to ensure there are no interruptions to your bill payments.** Before June 30th, you must create a new account with Evolve Money to set up bill payments. Any bill payments scheduled to be paid after June 30, 2015 with our current provider will be canceled.

CHANGES TO ACH DEBIT & FUNDS TRANSFER

- **As of July 1, 2015, you will no longer be able to initiate ACH debits and/or funds transfers from your ALINE Card into another account using your ALINE Card routing and account number.** What this means is if you've provided your ALINE Card routing and account number directly to anyone, including a biller or retailer, to debit your ALINE Card account, such payments will be declined after June 30, 2015. You will need to set them up for bill payments on Evolve Money before June 30, 2015 to avoid such payment declines. Also, you will no longer be able to transfer funds from your ALINE Card account into another account, such as your bank account.
- **You will still be able to use your ALINE Card to make direct payments to your billers/retailers within their stores or on their websites using your ALINE Card number.** Contact your billers/retailers for their direct bill payment options.



CHANGES TO CONVENIENCE CHECKS

- **As of July 1, 2015, convenience checks can no longer be used as a self-issued payroll check or to make payments to third parties. Checks authenticated prior to this date will still be honored. However, convenience checks will be available to use if you've activated your ALINE Card, have reported your ALINE Card as lost or stolen, and need to access your funds before your replacement card is scheduled to arrive in the mail.** If your activated ALINE Card is ever lost or stolen, you must first report your card as lost or stolen by calling Cardholder Services at 1.877.237.4321. The representative will close your lost or stolen ALINE Card to help prevent any fraudulent charges from being made and a replacement ALINE Card will be mailed to you. If you currently have an ALINE Check by ADP® in your possession and need to access your funds before your new replacement card arrives, let the Call Center Representative know when you call to report your card lost or stolen. They will assist you in authenticating this convenience check which must be made payable to yourself for the full available balance so that you can access your funds.

CHANGES TO IN-NETWORK, SURCHARGE FREE (\$0) ATMS

- **All ALINE Cardholders will enjoy access to their money at over 70,000 in-network, surcharge-free (\$0) Allpoint®, MoneyPass®, and PNC Bank® ATMs.** This change only affects ALINE Cardholders who did not previously have access to one or more of the in-network ATM providers listed. Now *all* ALINE Cardholders will enjoy surcharge-free (\$0) access to Allpoint, MoneyPass, and PNC Bank ATMs. (Limits may apply as to the number of surcharge-free (\$0) ATM transactions. Please refer to your ALINE Card Fee Schedule.)

We value our relationship with you and are here to help. To see frequently asked questions or to obtain another copy of or review your ALINE Card Fee Schedule, please visit www.mycard.adp.com. For questions, contact Cardholder Services at 1.877.237.4321.

Sincerely,
ADP, LLC

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FEE SCHEDULE

DESCRIPTION	FEE
One (1) ATM withdrawal per pay period at any Allpoint, MoneyPass, or PNC Bank ATM***	FREE
Each additional withdrawal per pay period	\$3.00
Out-of-network ATM withdrawals	\$3.00
One (1) Visa member bank cash withdrawal per week	FREE
Each additional Visa member bank cash withdrawal per week (percent based on total transaction amount)	4%
All purchase transactions (PIN code and signature)	FREE
Cash back with purchase (PIN code Only)	FREE
Transfer funds from card to US-based account	FREE
Email and text message alerts**	FREE
Green Dot MoneyPak® funds load	FREE
Online bill pay service	FREE
Online bill pay stop payment	\$25.00
Online bill pay expedited payment	\$9.95
Monthly maintenance	FREE
Electronic statements	FREE
Online card management	FREE
One (1) automated 24hr phone service call per week	FREE
Each additional automated 24hr phone service call	\$0.50
Each live customer service call	\$3.00
Withdrawal decline at any ATM	\$2.00
Balance inquiry at any ATM	\$2.00
Currency conversion (percent based on total transaction amount)	3%
Lost/Stolen card replacement— Sent regular mail/expedited	\$15/30
Written transaction history	FREE
Monthly paper statement	\$1.50
Each additional card (free monthly maintenance)	\$2.00

** Standard text messaging fees may apply from your carrier.

***If the surcharge screen appears during your free ATM transaction, press "yes" to accept the surcharge and proceed with your withdrawal. You will not be charged the surcharge or will be refunded the fee.

NOTE: Other third party service providers, such as the owner of an ATM or Green Dot MoneyPak® merchants, may charge additional fees when you use your card. Read the third party fee disclosures carefully before using these services.

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LISTA DE TARIFAS

DESCRIPCION	TARIFA
Un (1) retiro por ATM por período de pago en cualquier ATM de Allpoint, MoneyPass o PNC Bank***	GRATIS
Cada retiro adicional por período de pago	\$3.00
Retiros en ATM fuera de la red	\$3.00
Un (1) retiro de efectivo en un banco con membresía Visa por semana	GRATIS
Cada retiro adicional en un banco con membresía Visa por semana (porcentaje basado en el monto total de la transacción)	4%
Todas las transacciones de compra (código PIN y firma)	GRATIS
Devolución de dinero en efectivo con la compra (código PIN únicamente)	GRATIS
Transferencia de fondos de la tarjeta a una cuenta radicada en los Estados Unidos	GRATIS
Avisos por correo electrónico y mensajes de texto**	GRATIS
Carga de fondos Green Dot MoneyPak®	GRATIS
Servicio de pago de facturas en línea	GRATIS
Suspensión de pago de facturas en línea	\$25.00
Pagos de último minuto de facturas en línea	\$9.95
Mantenimiento mensual	GRATIS
Extractos de cuenta electrónicos	GRATIS
Gestión de tarjeta en línea	GRATIS
Una (1) llamada por semana al servicio telefónico automatizado disponible las 24 horas	GRATIS
Cada llamada adicional al servicio telefónico automatizado disponible las 24 horas	\$0.50
Cada llamada al servicio personalizado de atención al cliente	\$3.00
Rechazo de retiro en cualquier ATM	\$2.00
Consulta de saldo en cualquier ATM	\$2.00
Conversión de divisas (porcentaje basado en el monto total de la transacción)	3%
Reemplazo de tarjeta por robo o extravío— envío por correo regular o urgente	\$15/30
Historial de transacciones impreso	GRATIS
Extracto impreso mensual	\$1.50
Cada tarjeta adicional (mantenimiento mensual gratis)	\$2.00

** Su operador puede aplicar tarifas estándar de mensajes de texto.

*** Si aparece la pantalla de recargo durante su transacción de ATM gratuita, presione "yes" (sí) para aceptar el recargo y proceder con el retiro. No se le cobrará el recargo o recibirá un reembolso de la tarifa.

NOTA: Otros proveedores de servicios de terceros, como el dueño de un ATM o los vendedores de Green Dot MoneyPak®, pueden cobrarle cargos adicionales por la utilización de la tarjeta. Lea atentamente las divulgaciones de tarifas de terceros antes de utilizar estos servicios.

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