

Finnest Visa® Prepaid Card
Cardholder Agreement Section 1 of 3 - Short Form Disclosure

Last updated 04/10/2019

Monthly fee	Per purchase	ATM withdrawal	Cash reload
\$0	\$0	N/A in-network \$2.00 out-of-network	N/A

ATM balance inquiry (in-network or out-of-network)	N/A or \$0.75
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Customer service (automated or live agent)	\$0.00
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Inactivity	\$0.00
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We charge 3 other types of fees. Here is 1 of them:

International Transactions	3.5% of the U.S. \$ Amount of the Transaction
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No overdraft/credit feature.

Your funds are eligible for FDIC insurance.

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

Find details and conditions for all fees and services in the Cardholder Agreement – Long Form Disclosure and Terms and Conditions sections.

There is no fee to purchase this prepaid card.

There is no fee for activating this prepaid card.

The Finnest Visa Prepaid Card is issued by First Century Bank N.A. pursuant to license from VISA U.S.A Inc.

VISA® is a registered trademark of Visa International Service Association.

First Century Bank N.A., Member FDIC.

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List of all fees for the Finnest Visa® Prepaid Card

All Fees	Amount	Details
Get Started		
Card Purchase	\$0.00	
Monthly Usage		
Monthly Fee	\$0.00	
Add Money		
Transfer From Primary Account	\$0.00	
Spend Money		
POS Signature Purchase	\$0.00	
POS PIN Purchase	\$0.00	
Get Cash		
ATM Withdrawal or Decline	\$2.00	Per transaction. This is our fee. You may also be charged a fee by the ATM operator, even if you do not complete a transaction.
Information		
Finnest Mobile App	\$0.00	No fee to access account information via the Finnest mobile app.
800# Customer Service (Automated)	\$0.00	No fee for calling our automated customer service line, including for balance inquiries.
800# Customer Service (Live Agent)	\$0.00	Per call
ATM Balance Inquiry	\$0.75	Per transaction inside the U.S. This is our fee. You may also be charged a fee by the ATM operator, even if you do not complete a transaction.
Using Your Card Outside the U.S.		
International Transactions	3.5%	Of the U.S. dollar amount of each transaction.
International ATM Balance Inquiry or Decline	\$0.75	Per transaction. This is our fee. You may also be charged a fee by the ATM operator, even if you do not complete a transaction.
International ATM Withdrawal or Decline	\$3.00	Per transaction. This is our fee. You may also be charged a fee by the ATM operator, even if you do not complete a transaction.
International Bank Teller Cash Withdrawal or Decline	\$3.00	Per transaction.
Other		
Lost, Stolen, or Damaged Card Replacement (via U.S. mail)	\$5.00	The card replacement fee will be withdrawn from your Funding Account, pursuant to the authorization provided by the Primary Accountholder to Finnest in this Agreement.
Card Renewal After Expiration	\$5.00	Upon request, per Card renewed.

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

No overdraft/credit feature.

Contact Finnest, Inc. by calling 1-855-201-6467, by mail at Finnest, Inc., 129 Newbury Street, Floor 2, Boston, MA 02116.

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.

IMPORTANT – PLEASE READ CAREFULLY AND KEEP FOR YOUR RECORDS

Terms and conditions for the Finnest Visa® Prepaid Card. This Cardholder Agreement (this “**Agreement**”) explains use of the Card that has been issued to you and the terms and conditions governing the Card. Please read this Agreement carefully and keep it for future reference. Capitalized terms used in this Agreement are defined in Section 4.

NOTICE: THIS AGREEMENT REQUIRES ALL DISPUTES TO BE RESOLVED BY WAY OF BINDING ARBITRATION. THE TERMS OF ARBITRATION APPEAR AT THE END OF THIS AGREEMENT.

1. Agreement. When you buy, use, sign or otherwise accept the Card, or allow someone else to use the Card, you, the Primary Accountholder, agree to be bound by the terms and conditions in this Agreement.

2. Customer Service. If you would like to contact us about anything relating to this Agreement or your Card, you may call us at 1-855-201-6467 or write to Finnest, Inc., 129 Newbury Street, Floor 2, Boston, MA 02116.

3. Fees and Charges. You agree to pay the fees disclosed in the List of all fees for the Finnest Visa® Prepaid Card, in the Long Form Disclosure section of this Agreement. You also agree that we may deduct these fees and any other charges from the funds on your Card.

4. Terms Used in this Agreement.

ATM – automated teller machine.

Business Day – For purposes of your Card and this Agreement, our business days are Monday through Friday, excluding federal holidays.

Card – the Finnest Visa Prepaid Card issued to you by First Century Bank, N.A.

Card Account – the account with us that is associated with your Card.

Finnest – Finnest, Inc. who provides the Finnest Services under the card program.

Finnest Services - financial literacy tools that provide the Primary Accountholder with the ability to fund, monitor and control the Primary Account and Sub-Accounts.

Funding Account – the Primary Accountholder’s account at a third party financial institution that is used to add funds to the Primary Account.

PIN – personal identification number.

POS terminal – any point-of-sale terminal used to conduct transactions using your Card.

Primary Account - means the Primary Accountholder’s Virtual Account, used for funding and managing associated Sub-Accounts.

Primary Accountholder - the individual that opens and is responsible for the Primary Account and Sub-Accounts.

Purses - virtual designations within a Card Account, used to aid cardholders in organizing balances into different spend categories.

Sub-Account - a Card Account managed and funded by the Primary Account, and established by the Primary Accountholder for the purpose of identifying and monitoring Card transactions by Sub-Account Cardholders

Sub-Account Cardholder - any individual authorized to use a Sub-Account by the Primary Accountholder.

Virtual Account – the records we maintain to account for the value of claims associated with accounts having no physical “Card”.

We, us, and our – First Century Bank, N.A., our successors, affiliates or assignees.

You and your – the person or persons who have received the Card and are authorized to use the Card as provided for in this Agreement.

5. Activating Your Card. You must activate your Card before it can be used. You may activate your card by using the Finnest application.

6. Using Your Card. Subject to the terms of this Agreement and to any merchant category restrictions imposed by the Finnest Visa Prepaid Card Program, you may use your Card:

- at ATMs displaying Visa, Interlink or Pulse logo to obtain cash;
- to purchase or lease goods or services at merchants that accept Visa debit cards (including transactions conducted over the Internet);
- to obtain cash withdrawals at financial institutions that accept Visa;
- to perform balance inquiries at ATMs.

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

If you use your Card number without presenting your Card (such as for a mail order or telephone purchase), the legal effect will be the same as if you used the Card itself. Your Card cannot be redeemed for cash. Your Card may be excluded from making certain merchant purchases as determined by the Finnest Visa Prepaid Card program.

7. Personal Identification Number. Upon activation of a Card, you will be prompted to create a PIN. You may change your PIN using the Finnest application. The PIN for your Card may be used to obtain cash from any ATM (if your card is enabled for ATM access) or for transactions at POS terminals that require entry of a PIN that bears the Visa, Interlink or Pulse brand. You should not write or keep your PIN with your Card. If you believe that anyone has gained unauthorized access to your PIN, you should advise us immediately, following the procedures in Section 32.1, “Your Liability for Unauthorized Transactions”, and Section 32.2, “Contact in the Event of Unauthorized Transfer”. If you lose your PIN you may contact Finnest Customer Support at 1-855-201-6467 to have the PIN reset.

8. Loading Value to Your Primary Account and Card Account.

A maximum aggregate amount of US \$5,000.00 is allowed in your Primary Account at any time. Your Primary Account may be loaded via an ACH debit transaction from your Funding Account, initiated by Finnest pursuant to the authorization provided by the Primary Accountholder to Finnest in this Agreement. There are limits to the frequency and amounts of Primary Account and Card loads, as described in the following Section 14 “Limitations on Transactions and Card Use”. You may only load or deposit funds to your Card Account(s) by way of a transfer from the Primary Account, using the Finnest application.

To learn more about how to load your Card, you may call Customer Service at 1-855-201-6467. You authorize us to recover any funds erroneously added to your Primary Account and your Card Account(s).

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You are responsible for reporting to all applicable government tax authorities all earnings received and loaded to your Primary Account or Card Account, and the payment of any applicable local, state, province, and/or federal, domestic, or international taxes that apply to such earnings.

ACH DEBIT AUTHORIZATION

The Primary Accountholder authorizes Finnest to initiate one or more debit or credit entries to the Funding Account for the amounts requested by the Primary Accountholder for purposes of funding the Primary Account, in cases of cancellation of the Primary Account or this Agreement (as discussed in Section 27), and for paying the annual subscription fee, using the Automated Clearing House (“ACH”). The Primary Accountholder authorizes Finnest to continue to debit the Funding Account for requested Primary Account loads until this authorization is revoked, which can only be done by calling 1-855-201-6467. The Primary Accountholder understands that it may take Finnest up to three (3) business days to process such a revocation. The Primary Accountholder acknowledges that debits to the Funding Account under this authorization must comply with U.S. laws.

9. Funds Availability. Deposits to your Card Account and your Primary Account will generally be available on the Business Day we receive the deposit. Any deposit made on a non-Business Day is considered made on the next Business Day. However, the availability of any deposit may depend on other factors, such as those discussed in Section 12 “Authorization Holds”. For all deposits, your ability to withdraw funds may be delayed in cases of error transmissions or transfer irregularity. If this occurs, funds will be available within (5) Business Days after the transfer.

10. Federal Payments. Federal payments may not be deposited to the Primary Account or any Card Accounts associated with this program.

11. Your Responsibility for Card Transactions. The Primary Accountholder is responsible for all transactions initiated by use of your Card and Card fees, including all transactions permitted or approved on any Sub-Account(s). If you give someone your Card, Card number or PIN, you are permitting that person to use your Card and you are responsible for all of their transactions even if you did not expect or specifically approve the transaction, except as your liability is limited by the “Electronic Fund Transfer Disclosure and Terms” included below (Section 32) or as otherwise limited by this Agreement. If you want to revoke the authority of someone to use your Cards, Card numbers or PIN, you must notify us by calling us at 1-855-201-6467 or writing to Finnest, Inc., 129 Newbury Street, Floor 2, Boston, MA 02116, and you must give us a reasonable amount of time to act on your request. We will make commercially reasonable efforts to comply with your instructions to revoke that authority, which might include replacing your Card or changing your Card Account number.

The Primary Accountholder may request Sub-Account Cards for a maximum of four (4) family members in connection with the Finnest Services. The Sub-Account Cardholders must be 8 years of age or older. The Primary Accountholder is responsible for the entire account including all Sub-Accounts. You are wholly responsible for the use of each Card according to the terms of this Agreement.

Split Transactions. If you do not have enough value loaded on your Card you can instruct the merchant to charge a part of the purchase to the Card and pay the remaining amount with cash or another card. These are called “split transactions.” Some merchants do not allow cardholders to do split transactions. Some merchants will only allow you to do a split transaction if you pay the remaining amount in cash.

Your Obligation for Negative Balances. You must keep enough money on your Card to pay for each transaction and all other fees that we may charge under this Agreement. You should keep track of the amount of value loaded on Cards issued to you. You may view the amount of value remaining on your Card by logging into your Finnest application or by calling the Customer Service number shown on your Card and listed below,

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at any time. Call toll-free 1-855-201-6467, 24 hours/7 days a week for the balance or if you have questions on Card usage.

Each time you use your Card, you authorize us to reduce the value available on your Card by the amount of the transaction and any applicable fees. You are not allowed to exceed the available amount on your Card through an individual transaction or a series of transactions. Nevertheless, if a transaction exceeds the balance of the funds available on your Card (creating a “shortage”) you shall remain fully liable to us for the amount of the transaction and any applicable fees or charges. You agree to pay us promptly for the shortage and any applicable shortage fees. We also reserve the right to cancel this Card should you create a shortage with your Card.

12. Authorization Holds. When you use your Card for a transaction, a “hold” will be placed on your available Card funds in the amount of the authorized transaction until it is posted to your Card, (normally within 7 calendar days) at which time the funds will be debited from your Card. Transactions at certain merchants that pre-authorize high dollar amounts, especially rental car companies and hotels, may cause a “hold” on your available balance for usually no more than 30 days but in some instances could be as long as 90 days depending on the merchant and other factors that are uncontrollable. Reasonable steps are taken to minimize delays when possible. You will not be able to use the money on your Card that is “on hold.” Typically, transactions made with your Card using a PIN will be posted to your account on the same date the transaction occurs. Some signature-based transactions made with your Card can take additional business days to post. In some cases, the amount of the pending transaction may not match the actual amount of the final transaction. For example, transactions with some merchants (including gas stations and restaurants) may involve an initial hold for a dollar amount that could be greater than the final debit. In addition, some transactions with some merchants (such as hotels and car rental companies) may be preauthorized in the purchase amount plus an estimated amount to cover tips or incidental expenses. We will have no liability to you in the event we decline any Card transaction because such an authorization hold is in place. We will have no liability in the event any merchant delays or fails to complete the final processing of any Card transaction.

13. Account Adjustments. We may make adjustments to your Card Account from time to time to reflect corrections or changes to your balance. Adjustments might occur, for example, if deposits are posted for the wrong amount, or to the wrong account, or if items are returned unpaid. In the event of an error that has caused an overstated balance, you agree to reimburse the overstated amount.

14. Limitations on Transactions and Card Use.

Limits on Frequency and Dollar Amount of Transactions. For security reasons, there are limits on the number of withdrawals, payments and other transfers you can make using your Card:

- A maximum aggregate amount of \$5,000.00 is allowed in your Primary Account at any time.
- You may load your Primary Account a maximum of one (1) time per day with a minimum of \$25 and a maximum of \$1,000.
- You may load a maximum of \$2,500 to your Primary Account per month.
- Your Primary Account may not be used for any transaction, except for adding and removing funds from your Funding Account and any of your related Sub-Accounts.
- Sub-Accounts are limited to a maximum balance of \$5,000.
- Sub-Accounts can be used for ATM Cash transactions and to make purchases of goods or services up to a maximum amount of \$500 per day.

We may in our sole discretion further limit your use of your Card and, in addition to our limits, ATM owners and merchants might also impose their own dollar limits on your transactions.

You May Not Schedule Repeat, Automatic Payments. You may not use your Card or Card Account to schedule repeat, automatic payments to third parties. These are sometimes called “pre-authorized electronic

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fund transfers.” If you want to use your Card or Card Account to make payments to third parties, you must schedule and authorize each payment separately. As pre-authorized electronic fund transfers are expressly prohibited by this Agreement, you have no stop payment rights for any such transactions which may bypass our security attempts to prevent these transactions.

Prohibited Transactions. You agree that you will not use the Card in connection with any Internet or on-line gambling transaction, even if gambling is legal in the jurisdiction where the activity took place. You also agree not to use the Card at unlawful domestic or international gambling web sites, or at payment processors supporting unlawful gambling web sites, or to purchase illegal goods or services. We are not responsible for your losses from gambling or illegal activity. It is your responsibility to determine if your usage is legal. The display of the Visa logo or any other logo by any person accepting the Card does not indicate that a transaction is legal. We may refuse to process any transaction that we believe might violate the law or the terms of this Agreement.

15. Card Expiration. Your Card will expire and no longer be valid for use as of the last day of the month of the “Good Thru” date that is stated on your Card. The funds in your Card Account will not expire, regardless of the expiration date of your Card. If you have any questions regarding any remaining Card balance as of the expiration of the Card, call Customer Service at 1-855-201-6467, or write to us at Finnest, Inc., 129 Newbury Street, Floor 2, Boston, MA 02116. Once your card balance has been either at \$0 or negative for 75 consecutive days, your card will automatically close. You may still be liable for any transactions that may post to the Card or any balance due, plus applicable fees. You may contact us to have your Card reopened, should you wish to begin using it again before expiration.

16. Returns and Refunds. If you are entitled to a refund for any reason for goods or services obtained with your Card, you agree to accept credits to your Card for such refunds. The amounts credited to your Card for refunds may not be available for up to five (5) Business Days from the date the refund transaction occurs. No cash refunds will be made by us to you on Card purchases.

17. Disputes with Merchants. We are not responsible for the delivery, quality, safety, legality or any other aspect of goods and services that you purchase from others with a Card. Any claims concerning goods, property, or services purchased with the Card must be resolved by you directly with the merchant or seller, and any claim or defense that you assert against such merchant or seller will not relieve you of your responsibility to us for the total amount of the Card transaction.

18. International Transactions. If you initiate a transaction in a currency other than US Dollars or in a country other than the United States, this will be considered an international transaction. Transactions in a currency other than US Dollars are converted to US Dollars using the currency conversion rate used by Visa, which is either a wholesale market rate or the government-mandated rate in effect one day prior to the processing date for the transaction. The current conversion rate used by Visa on the processing date may differ from the rate in effect on the transaction date or on the date that the transaction posts to your Card Account. The combined processing fees for foreign transactions and for transactions made outside the US including Visa and other bank charges, can be up to 5%.

19. Additional Card Details and Restrictions. The Card is a prepaid card that has been provided to you pursuant to a card program. The Card is for personal use only. The Card does not constitute a checking, savings or other bank account and is not connected in any way to any other account you may have, excepting your Primary Account within this program. The Card is not a credit card. You will not receive any interest on the funds on the Card. The Card is not a gift card, nor is it intended to be used for gifting purposes.

This Card will remain the property of First Century Bank and must be surrendered upon demand. This Card is nontransferable, and it may be canceled, repossessed, or revoked at any time without prior notice except as required by applicable law.

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You may not assign or transfer your Card or this Agreement, or any of your rights or obligations under this Agreement. We may assign this Agreement or any of our rights thereunder, or delegate our responsibilities thereunder, to any third party or parties in our sole discretion and without notice to you, subject to applicable law.

Use of your Card is subject to all applicable rules and customs of any clearinghouse or other association involved in transactions.

We may refuse to issue a Card to anyone for any reason. Cards may not be available in all states. The Primary Accountholder must be at least 18 years of age (or the age of majority in the state where you apply for the Card if different than 18), and Sub Account cardholders must be 8 years of age or older and a family member of the Primary Accountholder, to be issued or use the Card, and must be a U.S. citizen or legal alien residing in the United States or the District of Columbia.

We do not waive our rights by delaying or failing to exercise them at any time.

20. Customer Identification.

To help the government fight the funding of terrorism and money-laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens a Card Account. What this means for you: When you open your Primary or Card Account, we may ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license, government-issued photo ID or other identifying documents on a going forward basis in connection with your Primary or Card Account.

21. Telephone and Email Communications with You. In order to ensure a high quality of customer service, and to provide continuing training for our contractors and employees, you agree that we may monitor, record, and share our telephone calls with you for quality assurance and compliance purposes. Also, to the extent not prohibited by applicable law, you agree that we may communicate with you for Account-related business purposes at (a) any telephone number or email address that you provided in your application for the program or (b) any telephone number or email address that you may provide to us in the future. You also agree that, to the extent not prohibited by applicable law and exclusively for Account-related business purposes, we may communicate with you at these telephone numbers using any means of communication technology, including (but not limited to) automatic telephone dialing systems, artificial or pre-recorded voice messages. Additionally, if any of the numbers that you provide to us either at application or thereafter is a cell phone number you understand and agree that we may also contact you with Account-related information at that number through the use of text messages or email directed to your cell phone service. You understand and agree that we may contact you at your cell phone number using one or more of these communication technologies (or others that may be developed in the future) even if you will incur costs to receive such messages, text messages or emails.

22. Unclaimed Property. If we have no record of account activity for one or more years, applicable law may require us to report and pay any unclaimed funds associated with the account as unclaimed property. If this occurs, we may try to locate the Primary Accountholder at the mailing address shown in our records. If we are unable to locate you, however, we may be required to deliver the unclaimed funds to the state of your last known residence in our records.

23. Issuing and Trademark Information. The Finnest Visa® Prepaid Card is issued by First Century Bank N.A. pursuant to license from Visa U.S.A Inc. Visa is a registered trademark of Visa International Service Association. First Century Bank N.A., Member FDIC.

24. Our Right of Setoff. We have a right to use the money in any of your accounts or any of your other assets with us or any of our affiliates to pay your debts to us or our affiliates. This is called a right of “setoff.” This section explains our right of setoff.

If you ever owe us or any of our affiliates any money as a borrower, guarantor, depositor or otherwise, and such amount becomes due to us or our affiliates, or if we reasonably believe that the amount may be owed to us or our affiliates (even if it is ultimately determined that the amount is not owed), we have the right under law and under this Agreement to pay the debt by using the money from any of your accounts or other assets with us or our affiliates. The only exceptions are that this right of setoff does not apply (a) to funds in a Traditional or Roth IRA or other tax-deferred retirement account, or (b) when the debtor’s right of withdrawal from the account or access to another asset held with us only arises in a representative capacity.

Our right of setoff can arise in several different ways. For example, we have this right of setoff if you fail to maintain sufficient funds in your Card Account for your transactions or if you otherwise fail to timely pay your debts to us or one of our affiliates.

We may set off the funds in your accounts or other assets with us against any due and payable debt owed to us now or in the future by any of you (any of the account or asset owners) having the right of withdrawal in the accounts or right to the asset, to the extent of such person’s or legal entity’s right to withdraw or obtain the asset. We may use the money from your accounts to pay the debt even if our withdrawal of the money from your accounts results in a loss of interest, an interest penalty, dishonor of checks, or transaction charges. You understand and agree that any such transaction charges will be in addition to any fees assessed to your account for insufficient funds.

You agree to hold us, our affiliates, and each of our respective officers, directors, employees and agents harmless from any claim or liability arising as a result of our exercise of our right of setoff. You hereby appoint us as your true and lawful agent and attorney-in-fact, with full power to act in your name and on your behalf, with respect to the execution of all instruments and the taking of all action necessary or desirable to effectuate the rights and remedies provided in this Account Agreement and by applicable law.

25. Legal Process. If we are served with any legal process which affects an account or Card, we may, without liability, suspend transactions on the account or Card which we believe to be affected thereby until final determination of such legal proceeding or appropriate resolution of the adverse claim, even though the suspension of payment may have been due to inadvertence, error on account of similarity of names of account owners, or other mistake. We shall not be liable for any damages to you by reason thereof, provided that we acted in good faith. Attachments, garnishments, levies and the like shall be subject to fees assessed by us and our security interest and right of set off. You acknowledge and agree that we may collect fees associated with the processing of these orders from the Card for a period of up to six months. Fees may apply; see the List of all fees for the Finnest Visa® Prepaid Card, in the Long Form Disclosure section of this Agreement.

26. Amendments. Subject to applicable law, we may amend or change the terms of this Agreement at any time. You will be notified of any change in the manner provided by applicable law prior to the effective date of the change. However, if the change is made for security purposes, we can implement such a change without prior notice. Any changes to this Agreement will be effective on the date we mail or otherwise provide them to you or on the date we otherwise specify in a notice. By using your account or Card thereafter, you agree to any changes. If you do not agree to any change in the terms and conditions of this Agreement, you must discontinue your use of the account or Card and cancel the account or Card as set forth in Section 27, “Termination of Agreement; Cancellation of Accounts and Cards.”

27. Termination of Agreement; Cancellation of Accounts and Cards. We may cancel or suspend your Primary Account and/or Card(s), or this Agreement at any time. You may cancel this Agreement by contacting Finnest in written form at support@finnest.co. Your termination of this Agreement will not affect any of our rights or your obligations arising under this Agreement prior to termination.

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If your Card is cancelled, all remaining funds after deducting any fees, charges and outstanding transactions will be transferred to the Primary Account. If your Primary Account is cancelled by you or us, any remaining funds will be returned via ACH back to the Funding Account used to load the Primary Account, or, if we are unable to process the return via ACH, via check to the mailing address we have in our records.

28. FDIC Insurance. Card funds are FDIC insured on a pass-through basis, subject to the FDIC's rules and regulations and applicable limits.

29. Governing Law. This Agreement will be governed by applicable federal laws and, to the extent not preempted by federal law, the law of the State of Georgia without regard to conflicts of law principles regarding laws of other states.

30. Entire Agreement; Severability. This Agreement sets forth the entire understanding and agreement between you and us, whether written or oral, with respect to its subject matter and supersedes any prior or contemporaneous understandings or agreements with respect to their subject matter. If any of the terms of this Agreement are invalid, or declared invalid by order of court, change in applicable law, or regulatory authority, the remaining terms of this Agreement shall not be affected, and this Agreement shall be interpreted as if the invalid terms had not been included in this Agreement.

31. Limited Liability. EXCEPT AS OTHERWISE REQUIRED BY LAW OR THIS AGREEMENT, WE WILL NOT BE LIABLE TO YOU FOR: DELAYS OR MISTAKES RESULTING FROM ANY CIRCUMSTANCES BEYOND OUR CONTROL, INCLUDING, WITHOUT LIMITATION, ACTS OF GOVERNMENTAL AUTHORITIES, NATIONAL EMERGENCIES, INSURRECTION, WAR, OR RIOTS; THE FAILURE OF MERCHANTS TO HONOR THE CARD; THE FAILURE OF MERCHANTS TO PERFORM OR PROVIDE SERVICES; COMMUNICATION SYSTEM FAILURES; OR FAILURES OR MALFUNCTIONS ATTRIBUTABLE TO YOUR EQUIPMENT, ANY INTERNET SERVICE, OR ANY PAYMENT SYSTEM. IN THE EVENT THAT WE ARE HELD LIABLE TO YOU, YOU WILL ONLY BE ENTITLED TO RECOVER YOUR ACTUAL DAMAGES. IN NO EVENT SHALL YOU BE ENTITLED TO RECOVER ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY OR SPECIAL DAMAGES (WHETHER IN CONTRACT, TORT OR OTHERWISE), EVEN IF YOU HAVE ADVISED US OF THE POSSIBILITY OF SUCH DAMAGES. THIS PROVISION SHALL NOT BE EFFECTIVE TO THE EXTENT OTHERWISE REQUIRED BY LAW. TO THE EXTENT PERMITTED BY LAW, YOU AGREE THAT YOUR RECOVERY FOR ANY ALLEGED NEGLIGENCE OR MISCONDUCT BY US SHALL BE LIMITED TO THE TOTAL AMOUNT LOADED ON THE CARD.

32. Electronic Fund Transfer Disclosures and Terms. These Electronic Fund Transfer Disclosures and Terms shown below in 32.1 through 32.7 apply to your Primary Account and Card transactions and are in addition to the other terms and conditions in this Agreement.

32.1. Your Liability for Unauthorized Transactions. Tell us AT ONCE if you believe your Card or PIN has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your Card. 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 2 business days after you learn of the loss or theft of your Card or PIN, you can lose no more than \$50 if someone used your 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 Card or PIN, and we can prove we could have stopped someone from using your Card or PIN without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, including those made by card, code or other means, tell us at once. If you do not tell us within 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, 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 (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

32.2. Contact in the Event of Unauthorized Transfer. If you believe your Card or PIN has been lost or stolen, call: 1-855-201-6467 or write to Finnest, Inc., 129 Newbury Street, Floor 2, Boston, MA 02116. You should also call the number or write to the address listed above if you believe an unauthorized transfer has been made using the information from your Primary Account or Card without your permission.

32.3. Confidentiality. We will disclose information to third parties about your account or the transfers you make:

- (1) Where it is necessary for completing transfers;
- (2) In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant;
- (3) In order to comply with government agency or court orders;
- (4) If you give us your written permission; or
- (5) As disclosed in our Privacy Notice.

32.4. Documentation.

Receipts. You can get a receipt at the time you make any transfer to or from your Card Account using one of our ATMs or POS terminals. If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call 1-855-201-6467 to find out whether or not the deposit has been made. You agree to retain your receipt to verify your transactions.

Periodic Statements. Statements in electronic format will be made available free of charge by using the Finnest application. You may obtain information about the amount of money you have remaining in your Card Account by calling 1-855-201-6467. This information, along with a 12-months history of account transactions, is also available using the Finnest application. You also have the right to obtain a 24-months written history of account transactions by calling 1-855-201-6467 or by writing Finnest, Inc., 129 Newbury Street, Floor 2, Boston, MA 02116.

32.5. Our Liability for Failure to Complete Transactions. If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- (1) If, through no fault of ours, your Card funds are insufficient for the transaction or are unavailable for withdrawal;
- (2) If the ATM where you are making the transfer does not have enough cash;
- (3) If the terminal or system 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;
- (5) If merchant refuses to honor the Card;
- (6) If we do not complete the transaction because the Card has been reported lost or stolen, has been suspended by us, or we have reason to believe the transaction is not authorized by you; or
- (7) As otherwise provided in this Agreement.

32.6. Error Resolution Notice. In Case of Errors or Questions About Your Prepaid Account, Telephone us at 1-855-201-6467 or Write us at Finnest, Inc., 129 Newbury Street, Floor 2, Boston, MA 02116 as soon as you can, if you think an error has occurred in your prepaid account. You may also choose to email cs@convenientcards.com to notify us of an error, however please include contact information only. Do not

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include confidential Card information by email. 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. You may request a written history of your transactions at any time by calling us at 1-855-201-6467 or writing Finnest, Inc., 129 Newbury Street, Floor 2, Boston, MA 02116. You will need to tell us:

- (1) Your name and account 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 credit your account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes 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 account.

For errors involving new accounts, point-of-sale, 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 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. 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 us at 1-855-201-6467 or visit the following website Finnest.co.

32.7. Access to Account Information. You may obtain information about the amount of money you have remaining in your prepaid account by calling 1-855-201-6467. This information, along with a 12-month history of account transactions, is also available by using the Finnest application. You also have the right to obtain at least 24 months of written history of account transactions by calling 1-855-201-6467 or by writing us at Finnest, Inc., 129 Newbury Street, Floor 2, Boston, MA 02116. You will not be charged a fee for this information unless you request it more than once per month.

33. Privacy and Data Protection and Recording

Revised 01/2013

FACTS	<u>WHAT DOES FIRST CENTURY BANK DO WITH YOUR PERSONAL INFORMATION?</u>
WHY?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

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WHAT?	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> ▪ Social Security number and income ▪ Account balances and payment history ▪ Credit history and credit scores <p>When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p>
HOW?	<p>All financial companies need to share customers’ personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers’ personal information, the reasons <u>First Century Bank</u> chooses to share; and whether you can limit this sharing.</p>

Reasons we can share your personal information	<u>Does First Century Bank Share?</u>	<u>Can you limit this sharing?</u>
For our everyday business purposes – such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or to report to credit bureaus	Yes	No
For our marketing purposes – to offer our products and services to you	Yes	No
For joint marketing with other financial companies	No	We do not share
For our affiliates’ everyday business purposes – information about your transactions and experiences	No	We do not share
For our affiliates’ everyday business purposes – information about your creditworthiness	No	We do not share
For our affiliates to market to you	No	We do not share
For nonaffiliates to market to you	No	We do not share

Questions? Phone: 770-297-8060; Email: info@myfcbusa.com ; Web: www.myfcbusa.com	
WHO WE ARE	
Who is providing this notice?	First Century Bank, N.A. 807 Dorsey Street Gainesville, GA 30501

WHAT WE DO

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<p><u>How does First Century Bank protect my personal information?</u></p>	<p>To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. We also maintain other physical, electronic and procedural safeguards to protect this information, and we limit access to those employees for whom access is appropriate.</p>
<p><u>How does First Century Bank collect my personal information?</u></p>	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> ▪ Open an account or deposit money ▪ Pay your bills or apply for a loan ▪ Use your credit or debit card <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
<p>Why can't I limit all sharing?</p>	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> ▪ Sharing for affiliates' everyday business purposes –information about your creditworthiness ▪ Affiliates from using your information to market to you ▪ Sharing for nonaffiliates to market to you <p>State laws and individual companies may give you additional rights to limit sharing.</p>
<p>DEFINITIONS</p>	
<p>Affiliates</p>	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> ▪ <i>First Century Bank does not share with our affiliates.</i>
<p>Nonaffiliates</p>	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> ▪ <i>First Century Bank does not share with nonaffiliates so they can market to you.</i>
<p>Joint Marketing</p>	<p>A formal agreement between nonaffiliated financial companies that together market financial products to you.</p> <ul style="list-style-type: none"> ▪ <i>First Century Bank does not jointly market.</i>

34. ARBITRATION PROVISION

(a) Purpose: This Section 34 sets forth the circumstances and procedures under which Claims (as defined below) that arise between you and us will be resolved through BINDING ARBITRATION instead of litigated in court. THIS MEANS THAT IF EITHER YOU OR WE ELECT TO RESOLVE A CLAIM BY ARBITRATION, NEITHER YOU NOR WE WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM IN COURT OR HAVE A JURY TRIAL ON THAT CLAIM, OR TO ENGAGE IN DISCOVERY EXCEPT AS PROVIDED FOR IN THE RULES (AS DEFINED BELOW). OTHER RIGHTS THAT YOU WOULD HAVE IN COURT ALSO MAY NOT BE AVAILABLE OR MAY

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BE LIMITED IN ARBITRATION, INCLUDING YOUR RIGHT TO APPEAL AND YOUR 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. Nothing in this provision precludes you from filing and pursuing your individual Claim in a small claims court in your state or municipality, so long as that Claim is pending only in that court.

(b) Scope: We each agree that all claims arising out of or related to this Agreement ("Claims") will be submitted exclusively to binding arbitration as set forth in this Section. This agreement to arbitrate applies to all Claims that could have been filed in court regarding the Claims, whether you or we are the first to file a Claim with the arbitral tribunal and whether the Claims are against you or us, or ours or your employees, agents, contractors or suppliers. This agreement to arbitrate covers all Claims under this Agreement, regardless of whether such Claim is based in contract, tort, statute, regulation, common law or equity, including, but not limited to, Claims arising out of or related to: (1) the validity, enforceability or scope of this Arbitration Provision or this Agreement; (2) the interpretation, execution, administration, amendment or modification of the Agreement; (3) any alleged breach of this Agreement or tort, (4) the Card, any transaction, Card benefits, features or services (whether provided by us or another service provider), any advertisement or solicitation, or your business, interaction or relationship with us; (5) any charge or cost incurred pursuant to the Agreement or the collection of any amounts due under the Agreement; and (6) any statements or representations made by us to you with respect to the Agreement, the Card, any transaction, Card benefits, features or services (whether provided by us or another service provider) or any advertisement or solicitation, or your business, interaction or relationship with us. The parties agree that disputes regarding (i) the enforceability of the class action waiver, and/or (ii) whether the arbitration provision provides for class arbitration, shall be outside the scope of this Arbitration Provision.

(c) Opt out Process: You may choose to opt out of the Arbitration Provision, but only by following the process set-forth herein. If you do not wish to be subject to this Arbitration Provision, then you must notify us in writing within sixty (60) calendar days of the issuance of your Card at the following address: Finnest, Inc., 129 Newbury Street, Floor 2, Boston, MA 02116. Your written notice must include your name, address, account number and a statement that you wish to opt out of this Arbitration Provision.

(d) Initiation of Arbitration Proceeding/Selection of Administrator: Any Claim shall be resolved, upon the election by you or us, by arbitration pursuant to this Section 34 and the code of procedures of the national arbitration organization to which the Claim is referred in effect at the time the Claim is filed ("Rules"), except to the extent that the Rules conflict with this Agreement. Claims shall be referred to either the Judicial Arbitration and Mediation Services ("JAMS") or the American Arbitration Association ("AAA"), as selected by the party electing to initiate arbitration. If a selection by us of one of these organizations is unacceptable to you, you shall have the right within 30 days after you receive notice of our election to select the other organization listed to serve as arbitrator administrator. For a copy of the procedures, to file a Claim or for other information about these organizations, contact them as follows: (i) JAMS at 1920 Main Street, Suite 300, Irvine, CA 92614, website at www.jamsadr.com; or (ii) AAA at 335 Madison Avenue, New York, NY 10017, website at www.adr.org. Please note that any reference to either AAA or JAMS rules shall not be deemed a delegation of class arbitrability issues to the arbitrator.

(e) Class Action Waiver and Other Restrictions: If either party elects to resolve a Claim by arbitration, that Claim shall be arbitrated on an individual basis. There shall be no right or authority for any Claims to be arbitrated on a class action basis or on bases involving Claims brought in a purported representative capacity on behalf of the general public, other Cardholders or other persons similarly situated. The arbitrator's authority

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to resolve Claims is limited to Claims between you and us alone, and the arbitrator's authority to make awards is limited to you and us alone. Furthermore, Claims brought by you against us or by us against you may not be joined or consolidated in arbitration with Claims brought by or against someone other than you, unless otherwise agreed to in writing by all parties. No arbitration award or decision will have any preclusive effect as to issues or claims in any Dispute with anyone who is not a named party to the arbitration. Notwithstanding any other provision in this Agreement (including the "Survival; Severability" provision below), and without waiving either party's right of appeal, if any portion of this "Class Action Waiver and Other Restrictions" provision is deemed invalid or unenforceable, then the entire Section 34 (other than this sentence) shall not apply.

(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 your written request, we will consider in good faith making a temporary advance of all or part of the filing administrative and/or hearing fees for any Claim you initiate as to which you or we seek arbitration. Waivers may also be available from the JAMS or AAA. At the conclusion of the arbitration (or any appeal thereof), the arbitrator (or panel) will decide who will ultimately be responsible for paying the filing, administrative and/or hearing fees in connection with the arbitration (or appeal). If and to the extent you incur filing, administrative and/or hearing fees in arbitration, including for any appeal, exceeding the amount they would have been if the Claim had been brought in the state or federal court which is closest to your billing address and would have had jurisdiction over the Claim, we will reimburse you to that extent unless the arbitrator (or panel) determines that the fees were incurred without any substantial justification.

(g) Arbitration Procedures: This Section 34 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, as it may be amended (the "FAA"), and the applicable Rules, except that (to the extent enforceable under the FAA) this Section 34 shall control if it is inconsistent with the applicable Rules. 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 request of either party, shall provide a brief written explanation of the basis for the decision. In conducting the arbitration proceeding, the arbitrator shall not apply the Federal or any state rules of civil procedure or rules of evidence. Either party may submit a request to the arbitrator to expand the scope of discovery allowable under the applicable Rules. The party submitting such a request must provide a copy to the other party, who may submit objections to the arbitrator with a copy of the objections provided to the request party, within fifteen (15) days of receiving the requesting party's notice. The granting or denial of such request will be in the sole discretion of the arbitrator who shall notify the parties of his/her decision within twenty (20) days of the objecting party's submission. The arbitrator shall take reasonable steps to preserve the privacy of individuals, and of business matters. The arbitrator will be entitled to award all remedies that would be available under applicable law, including statutory remedies. 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 for any right of appeal provided by the FAA. However, any party can appeal that award to a three-arbitrator panel administered by the same arbitration organization, which shall consider anew any aspect of the initial award objected to by the appealing party. The appealing party shall have thirty (30) days from the date of entry of the written arbitration award to notify the arbitration organization that it is exercising the right of appeal. The appeal shall be filed with the arbitration organization in the form of a dated writing. The arbitration organization will then notify the other party that the award has been appealed. The arbitration organization will appoint a three-arbitrator panel which will conduct arbitration pursuant to its Rules and issue its decision within one hundred twenty (120) days of the date of the appellant's written notice. The decision of the panel shall be by majority vote and shall be final and binding.

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(h) Survival; Severability: This Section 34 shall survive termination of this Agreement, your Card or the relationship between you and us concerning your Card, any permitted transfer, sale or assignment of your Card, or any amounts owed on your Card, to any other person or entity as well as voluntary payment of any debt in full by you, any legal proceeding by or between you and us to collect a debt owed by you, and any bankruptcy by you or us. If any portion of this Section 34, except the "Class Action Waiver and Other Restrictions" provision above, is deemed invalid or unenforceable for any reason, it shall not invalidate the remaining portions of this Section 34, the Agreement or any prior agreement you may have had with us, each of which shall be enforceable regardless of such invalidity.

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