

## PREPAID VISA TRAVELMONEY® CARDHOLDER AGREEMENT

### 1. TERMS AND CONDITIONS FOR THE VISA TRAVELMONEY CARD.

This document constitutes the agreement ("Agreement") outlining the terms and conditions under which a Visa U.S.A. Inc. ("Visa") Prepaid Card ("Card") has been issued to you. The Card is a prepaid card issued by CenterState Bank of Florida ("Bank") pursuant to a license from Visa U.S.A. Inc. By accepting and using this Card, you agree to be bound by the terms and conditions contained in this Agreement. Please sign your Card immediately. In this Agreement "You" and "your" mean the person or persons who have received the Card and are authorized to use the Card as provided for in this Agreement. "We", "us", "our", and "Bank" mean CenterState Bank of Florida, our successors, affiliates or assignees. You agree to sign the back of the Card immediately upon receipt. The Card will remain the property of Bank and must be surrendered upon demand. The Card is nontransferable, and it may be canceled, repossessed, or revoked at any time without prior notice subject to applicable law. Please read this Agreement carefully and keep it for future reference.

### 2. DEFINITIONS.

This Card is a prepaid card. The Card allows you to access funds you place on the Card. 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. The Card is a Prepaid Card loaded with a specific amount of funds; redeemable to buy goods and services anywhere Visa debit cards are accepted. The Card is NOT a credit card. The Card is not connected in any way to any other account and is not FDIC insured unless fully registered. You will not receive any interest on the available funds on your Card. Our business days are Monday through Friday excluding holidays. Saturday, Sunday, and federal holidays are not considered business days, even if we are open.

### IMPORTANT INFORMATION ABOUT PROCEDURES FOR ISSUING A 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 requesting that we issue a prepaid card similar to the Card. What this means for you: When you ask us to issue you a Card, we will ask for your name, address, date of birth, and other information that will allow us to identify you and any authorized user of the Card. We may also ask for your driver's license information or other identifying documentation.

### 3. AUTHORIZED USERS

Until you sign the Card, you may present the card to another person for their use. That person should then sign the Card and become subject to these terms and conditions. However, once you sign the Card, it is for your use only. You are wholly responsible for the use of each Card according to the terms of this Agreement.

### 4. USING YOUR CARD

You may use your Card to obtain goods or services wherever the Card is honored. The Card cannot be used for illegal transactions or on-line gambling activity. Your use of the Card must at all times be in compliance with and subject to applicable laws, including the laws of the U.S. pertaining to anti-money laundering and anti-terrorism, and applicable Visa® rules and regulations. The Card cannot be used in OFAC sanctioned countries. If you use your Card number without presenting your Card (such as for a mail order, telephone, or online purchase) your Card must be registered and, the legal effect will be the same as if you used the Card itself. Certain types of merchants, such as restaurants, gas stations, car rental agencies, and hotels, may obtain an authorization that exceeds the actual amount of your purchase. If the amount of an authorization exceeds the value remaining on your Card, the transactions may not be honored, even though the value remaining on your Card is sufficient to cover the actual amount of your purchase. If you use your Card at a gas pump, the station may assess up to a maximum \$75 authorization hold regardless of the amount you charge for up to ten (10) days. If you use your card inside a gas station, then only the actual value of the purchase will be immediately deducted from your card. For security reasons, we may limit the amount or number of transactions you can make on your Card. You do not have the right to stop payment on any transaction made with your Card. Each time you use your Card, you authorize us to deduct the amount of the transaction from the balance of the funds associated with the Card. You are not allowed to exceed the balance of the funds available on your card. If you attempt to use the Card when there are insufficient funds associated with it, the transaction will generally be declined. Nevertheless, if a transaction that exceeds the balance of the funds available on your Card occurs due to a systems malfunction or otherwise, you shall remain fully liable to us for the amount of the transaction and any applicable fees or charges. If you wish to use your Card for a purchase which is greater than the balance of the funds available on your Card, you must tell the merchant to charge only the exact amount of funds available on the Card to the Card and then you must arrange to pay the difference using another payment method. The merchant may require payment for the difference in cash rather than accepting another card, such as a credit or debit card. Some merchants may not accept these "split transactions". If you fail to inform the merchant prior to completing the transaction, your Card is likely to be declined. If you commence a purchase and then change your mind and fail to make the purchase, after the merchant has already obtained an "authorization" for the transaction, the "authorization" may result in a temporary hold for that amount of funds for up to ten (10) days. We are not responsible for a merchant obtaining authorization for more than the available balance on the Card. International transactions may result in a temporary hold of funds for up to thirty (30) days. Car rental and hotel authorizations may result in a temporary hold on funds up to thirty (30) days.

### 5. CARD EXPIRATION.

Your Card is valid until the date embossed on the front of the Card (the "expiration date") or until the Card has been inactive for 30 days and has a balance \$0 at which point the Card will be closed. After the Card has expired, it is no longer valid, you will not be able to add funds to the Card and all transactions will be declined.

### 6. PERSONAL IDENTIFICATION NUMBER ("PIN").

In order to protect your Card you should request a PIN by calling the number on the back of your card. A PIN enables you to withdraw cash at any locations associated with the brand networks on the back of the card. Do not write your PIN on your Card, or keep it with your card. If you believe someone obtained unauthorized access to your PIN, visit [www.hctravelcard.com](http://www.hctravelcard.com) or call the number provided on the back of your card to set a new PIN and/or cancel the card and prevent further unauthorized transactions.

### 7. LOADING AND RELOADING YOUR CARD.

You may add funds to your Card at any time. There is a \$5,000 limit to the total balance on the Card. Your Card allows for an unlimited number

of reloads as long as you do not exceed \$5,000 within seven (7) days when you load your card in a participating bank or Visa ReadyLink location. You agree to present the Card and any required identification when you add funds.

#### **8. LOST/STOLEN CARDS**

For lost or stolen cards, please call 1-866-466-8084.

#### **9. EMERGENCY CARD/CASH REPLACEMENT**

You can obtain emergency cash of up to \$1,000.00 or card replacement if your card is lost or stolen while traveling. Please call 1-866-466-8084.

#### **10. 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. It may take up to [7] days for the amount of the refund to be credited to your Card.

#### **11. RECEIPTS**

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

#### **12. INTERNATIONAL TRANSACTIONS.**

You may use the Card for purchases from foreign merchants (i.e., a merchant outside the U.S.). Visa® International will convert to U.S. dollars the purchase transaction made through use of the Card in a currency other than U.S. dollars. The conversion will be pursuant to applicable Visa® regulations in effect from time to time. Currently, the exchange rate between the transaction currency and the billing currency used for processing international transactions is (i) a rate selected by Visa® from the range of rates available in wholesale currency markets for the applicable central processing date, which may vary from the rate Visa® itself receives, or (ii) the government-mandated rate in effect for the applicable central processing date, plus a Visa® International processing fee of 1% and a transaction fee of 3% in each case. We will reduce the available balance on the Card by the total amount of the transaction in U.S. dollars. The exchange rate may differ from the rate in effect on the date of your purchase transaction.

#### **13. OUR LIABILITY FOR FAILURE TO COMPLETE TRANSACTIONS**

We will not be liable: If, through no fault of ours, you do not have enough funds available on your Card to complete the transaction; If a merchant refuses to accept your Card; If an electronic terminal where you are making a transaction does not operate properly, and you knew about the problem when you initiated the transaction; If access to your Card has been blocked after you reported your Card lost or stolen; If circumstances beyond our control (such as fire, flood or computer or communication failure) prevent the completion of the transaction, despite reasonable precautions that we have taken; If an ATM where you are making a withdrawal does not have enough cash or if that ATM malfunctions or the ATM owner fails to perform its obligations pertaining to the cash withdrawal; If there is a hold or your funds are subject to legal process or other encumbrance restricting their use; If we have reason to believe the requested transaction is unauthorized; Any other exception stated in our Agreement with you.

#### **14. ACCESSING INFORMATION.**

You may obtain transaction and balance information, and print periodic statements by accessing [www.hctravelcard.com](http://www.hctravelcard.com) or by calling the number on the back of your card.

#### **15. YOUR LIABILITY FOR UNAUTHORIZED TRANSACTIONS**

You agree to safeguard the Card and treat it like cash. The Card can be replaced if it is lost or stolen, with certain restrictions. You should call the number provided on the back of your card immediately or go to [www.hctravelcard.com](http://www.hctravelcard.com) to dispute a charge or report a lost or stolen Card. You will be required to provide your name, the Card number, original value, and transaction history. We reserve the right to require an affidavit and conduct an investigation into the validity of any request. If you do not contact us immediately, you may lose all the money in your account (plus the maximum overdraft line of credit, if applicable). If you notify us within two business days after you learn of the loss or theft of your Card, you can lose no more than \$50.00 if someone used your Card without your permission. If you do not notify us within two business days after you learn of the loss or theft of your Card, and we can prove we could have stopped someone from using your Card without your permission if you had told us, you could lose as much as \$500.00. We reserve the right to require an affidavit and conduct an investigation into the validity of any request. You will not be liable for transactions identified by us as unauthorized. Disputes: You acknowledge that purchases made with prepaid cards, such as the Travel Card, are similar to those made with cash. You cannot "stop payment" or lodge a "billing dispute" on such transactions. Any problems or disputes you may have regarding a purchase should be addressed directly with the merchant. You will not be liable for transactions identified by us as unauthorized.

**16. NO WARRANTY REGARDING GOODS AND SERVICES OR UNINTERRUPTED USE** We are not responsible for the quality, safety, legality, or any other aspect of any goods or services you purchase with your Card. From time to time the Card service may be inoperative, and when this happens, you may be unable to use your Card or obtain information about your balance. Please notify us if you have any problems using your Card. You agree that we are not responsible for any interruption of service.

#### **17. ASSIGNMENT.**

Your Card and your obligations under this Agreement may not be assigned. We may transfer our rights under this Agreement.

#### **18. GOVERNANCE.**

Use of your Card is subject to all applicable rules and customs of any clearinghouse or other association involved in transactions. We do not waive our rights by delaying or failing to exercise them at anytime. If any provision of this Agreement shall be determined to be invalid or unenforceable under any rule, law, or regulation of any governmental agency, local, state, or federal, the validity or enforceability of any other provision of this Agreement shall not be affected. This Card is issued by CenterState Bank of Florida pursuant to a license from Visa. This Agreement will be governed by the law of the State of Florida except to the extent governed by federal law.

## 19. AMENDMENT AND CANCELLATION

We may amend or change the terms of this Agreement at any time. You will be notified of any change in the manner provided by applicable law prior to the effective date of the change. However, if the change is made for security purposes, we can implement such change without prior notice. We may cancel or suspend your Card.

You may cancel this Agreement by returning the Card to us. Your termination of this Agreement will not affect any of our rights or your obligations arising under this Agreement prior to termination. Upon repossession, revocation, cancellation or closing of the Card, if we have your mailing address, we will send you a check for any remaining available funds, less the amount of any outstanding transactions and less applicable service charges and fees. This will usually take six to eight weeks.

## 20. UNCLAIMED PROPERTY

If you have not requested a refund of the remaining available funds on an expired or repossessed, revoked, cancelled or closed Card, or made contact with us regarding your Card and any remaining available funds within statutory prescribed periods applicable to unclaimed property, the available balance on your Card may become unclaimed property subject to escheat to the State of your last known address, as shown on our records. If we do not have your address, in disposing of any remaining available funds on your Card after a period of inactivity or dormancy, unless otherwise required by applicable law, we will adhere to the laws of the State of Florida pertaining to the disposition of unclaimed property.

## 21. PRIVACY AND DATA PROTECTION

Information We Collect ("Cardholder Information"): (a) Information about purchases made with the Card, such as date of purchase, amount and place of purchase (b) Information you provide to us when you apply for a Card, or for replacement Cards or when you contact us with customer service issues, such as name, address, phone number. Information Security: Only those persons who need it to perform their job responsibilities are authorized to have access to Cardholder Information. In addition, we maintain physical, electronic and procedural security measures that comply with federal regulations to safeguard Cardholder Information. Disclosure: We may use Cardholder Information to provide customer services, to process claims for lost or stolen Cards, to help protect against fraud and to conduct research and analysis. In addition, it is often necessary for us to disclose Cardholder Information for the same purposes to companies that work with us. For example, we may provide certain Cardholder Information to companies that perform business operations or services on our behalf. We may also provide certain Cardholder Information to others as permitted by law, such as government entities or other third parties in response to subpoenas.

## 22. TELEPHONE MONITORING/RECORDING

We may periodically monitor and/or record telephone calls between you and us to assure the quality of our customer service or as required by applicable law.

## 23. ADDITIONAL TRAVEL BENEFITS

For additional information on Visa Travel Card benefits such as lost luggage reimbursement, etc. please visit [www.hctravelcard.com](http://www.hctravelcard.com). These terms and conditions are subject to change according to the notice requirements of applicable law.

## 24. ARBITRATION

Any controversy or claim arising out of or relating to these Terms and Conditions or the provision of services shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be conducted in the State of Alabama, and judgment on the arbitration award may be entered in any court having jurisdiction thereof. Either you or we may seek any interim or preliminary relief from the court of competent jurisdiction in the State of Alabama necessary to protect the rights or property of you or us (or our agents, suppliers, and subcontractors) pending the completion of the arbitration.

## 25. WAIVER OF JURY TRIAL.

We and you each expressly waive any right either may have to a trial by jury in any legal action or other proceeding pertaining to any controversy or claim between you and us arising out of or relating to the Card, including those pertaining to these Terms and Conditions or our provision of services relative to the Card. This waiver of a trial by jury and the above agreement to arbitrate all controversies and claims on an individual basis and not as a class or group, is material inducement to the issuance of the Card by us to you and your acceptance of and use of the Card.

## 26. FEES CHARGED TO THE CARD.

Subject to applicable law the following fees will be charged.

**CARD ACTIVATION FEE:** \$3.95 • **COMPANION CARD:** Companion cards are available. Limit two • **REPLACEMENT CARD FEE:** \$5.00 A reissued Card may take up to 10 days to process.

**RELOAD FEE:** \$3.95 . Your financial institution and/or Visa ReadyLink merchant may charge an additional service fee. • **INACTIVITY FEE:** \$5.00 per month if your card remains inactive for 30 days. Once your card has a balance of \$0 your card will be closed.

### ATM/BALANCE INQUIRY/DECLINE:

Domestic ATM withdrawal fee \$1.50, Balance Inquiry \$0.50, Decline transaction \$0.75 • International ATM withdrawal fee \$3.00, Balance Inquiry \$1.00, Decline transaction \$1.50. • In addition, some ATM owners assess a surcharge for access to their machines. Any additional ATM surcharges will be deducted from your Card.

**CARD EXPIRATION:** \$10.00 per month until the balance is \$0. • **IVR CALL FEE:** \$0.95 per call (You are allowed one free call in order to get your PIN). • **LIVE AGENT CALL FEE:** \$5.00 per call • **POS PIN TRANSACTION FEE:** \$0.50 domestic and \$1.00 international.

**CHECK REQUEST FEE:** \$25.00. Please allow 4-6 weeks to receive the check. • **VALUE UNLOAD FEE:** \$5.00 • **ACCOUNT TO ACCOUNT VALUE LOAD:** \$3.95. To receive value on your travel card from another travel card issued by your financial institution.

**ACCOUNT TO ACCOUNT VALUE UNLOAD FEE:** \$5.00. To unload value from your travel card to another travel card issued by your financial institution. • **ACCOUNT TO ACCOUNT BALANCE REVERSAL:** \$10.00 to reverse a account to account value load.

**EMERGENCY CARD AND CASH REPLACEMENT:** Varies

Fees and charges will be deducted from your available balance when they occur. We will not provide you prior notice of any deductions of service charges or fees. It is possible for service fees and charges to consume the available funds on your Card prior to the expiration date of your Card.

<https://www.hctravelcard.com/index.cfm?pageid=g07&ClientKey=Liberty%20Card%20Services&CFID=1&CFTOKEN=3F8A0247C88662383A877778A9591E82&CFSEQ=2>