

## PREPAID VISA® COMMERCIAL CARD TERMS AND CONDITIONS OF USE (ATM)

### PLEASE SIGN THE CARD IMMEDIATELY.

**THE CARD IS NOT A CREDIT CARD. PREPAID FUNDS ARE THE PROPERTY OF YOUR EMPLOYER AND MAY ONLY BE USED AS SPECIFIED BY YOUR EMPLOYER.**

**DO NOT TELL ANYONE YOUR PIN. YOU ARE RESPONSIBLE FOR SAFEGUARDING YOUR PIN AND CARD NUMBER.**

These Terms and Conditions of Use (this "Agreement") constitute our disclosure to you with respect to our issuance and your use of the enclosed prepaid Visa Commercial Card ("Card"). The value available for your use on the Card at any one time (the "Available Balance") is limited to the dollar amount of prepaid funds provided by your employer ("Sponsoring Employer"), less amounts deducted for withdrawals, purchases and fees. With the Card, you may access the Available Balance everywhere Visa debit is accepted for purchases at merchant point-of-sale ("POS") locations and for cash withdrawals at automated teller machines ("ATM").

In this Agreement, "you" or "your" means any person who has received the Card and is authorized to use it as provided for in this Agreement, and "we", "us" or "our" means CenterState Bank of Florida, N.A. and its successors and assigns.

By receiving and using the Card, you agree with us that the Card, and the money or funds stored on the Card, are subject to this Agreement. PLEASE READ THIS AGREEMENT CAREFULLY AND KEEP IT FOR FUTURE REFERENCE.

The Card is only offered to individuals over the age of 18 that can lawfully enter into and form contracts under applicable law, and by using the Card you represent and warrant to us that you are such an individual.

We may refuse to issue the Card to anyone for any reason. This Card is our property and we may revoke the Card at any time without cause or notice, especially if there is suspicious activity or you fail to provide us accurate identification information. You must surrender a revoked Card and you may not use an expired or revoked Card.

### Section 1. CONTACT INFORMATION.

CenterState Bank of Florida, N.A.  
1101 First Street South  
Winterhaven, FL 33880

**Section 2. THE CARD.** The Card is a prepaid, stored value card. This means that there is no separate deposit account established for you that is associated with the Card. There is a limited purpose prepaid account in which the funds that are stored on the Card are maintained. You have no rights in those funds, except to access the funds through the Card in accordance with this Agreement. You may not make any deposit, withdrawal or any other transaction with the Card or the stored value account, except for the Card transactions described in this Agreement. **The account in which the prepaid funds are deposited is FDIC-insured to the maximum extent permitted by law. For information with respect to FDIC insurance on your prepaid funds, visit [www.fdic.gov/deposit/](http://www.fdic.gov/deposit/).**

**Section 3. ACTIVATION AND PIN.** In order to protect the use of the Card, a personal identification number ("PIN") will be required for you to conduct a transaction with the Card where required. This PIN is provided to you at or around the time your Card is activated. You should not disclose your PIN to anyone. If the security or confidentiality of your PIN is compromised, you should notify us at once. A PIN may not be needed in order to purchase goods or services at merchant locations that accept Visa cards.

There is a panel on the back of the Card for your signature. You should sign this panel on your Card as soon as you receive it to help protect your Card from unauthorized use. However, your responsibility

for transactions with the Card, as described in this Agreement, does not depend on whether or not you sign your Card.

**Section 4. USING THE CARD.** The Card will either be sent to you directly or will be distributed by the Sponsoring Employer. Once you have received the Card and activated it, you may use the Card for the types of transactions specified by the Sponsoring Employer. The balance available for authorizing transactions with the Card is the lesser of the Available Balance or any dollar limitation disclosed for the transaction being performed. The Available Balance will be reduced by the amount of the purchase or withdrawal.

**Transactions.** The Card may be used to access the Available Balance of funds stored on the Card. You may use the Card to perform the following types of transactions in accordance with this Agreement:

- If you pay at the pump for gas, the card terminal in the "pay at the pump" stations automatically checks to see if your Card has enough money left to pay for an average purchase of gas which varies among merchants and is at least \$75. If your Card does not have enough money to pay for this amount, your transaction will be declined. The average gas purchase amount changes just as retail gas prices change. If you plan to buy less than \$75 worth of gas, it is recommended that you give your Card to the station attendant and state exactly how much gas you want to purchase, instead of swiping your Card at the pump.
- When making a purchase greater than the Available Balance on the Card, alert the cashier to utilize another form of payment to cover the amount greater than what is available on the Card. Ask the cashier to use remaining balance of the Card as the second form of payment.
- The Card can be used at ATMs within the United States and, unless otherwise indicated, at international ATMs displaying the appropriate network identification. Some of these services may not be available at all ATMs. Some ATMs will have restrictions relating to amounts that can be withdrawn.

There is no credit line associated with the Card. This means that you must have a sufficient Available Balance at the time of a transaction in order to pay for the transaction and associated fees.

If a merchant or an ATM operator attempts to submit a transaction on the Card for an amount that is greater than your Available Balance, the transaction may not be approved by us. In the event that we, in our sole discretion, settle or pay a transaction with your Card when there are insufficient funds stored on the Card to pay for the transaction, this will result in an overdraft on your Card. You agree to pay us the amount of the overdraft and any related fee. We may deduct the overdraft amount and related fee from your Card.

**Limitations on Use.** You may use the Card only in the manner and for the purposes authorized by this Agreement. You may not use the Card for any illegal purpose. You may not use the Card to initiate any type of gambling transaction, and you may not use the Card to initiate any type of electronic gambling transaction through the Internet. You also may not resell the Card. We may restrict access to the Card if we notice suspicious activities. If access is denied, you should contact us so that we can discuss and rectify any problems. You may not use the Card to make a purchase in excess of the Available Balance.

**Business Purpose.** The Sponsoring Employer requested that we establish this Card for your business use. You agree that the Card will be used only for commercial or business purposes, and not for personal, family or household purposes. In this respect, you understand that your agreement not to use the Card for personal, family or household purposes means that important duties imposed on us, and important rights conferred on consumers, pursuant to certain federal or state laws, will not apply to this Card. You also understand that we will be unable to determine whether any given purchase or Card transaction conforms to a "business purpose". You agree that a breach by you of this

“business purpose” representation will not affect our rights to enforce this Agreement or to use any remedy available to us even if that remedy would not have been available had the Card been established as a consumer account.

**Authorizations and Holds.** Any entity honoring your Card will be required to obtain approval or authorization for any transaction in accordance with the rules of Visa U.S.A., Inc. When an authorization is issued, a thirty-day hold may be placed on the value on the Card in the amount of the authorization. When you use your Card in a tipping environment (at restaurants, bars, barber or beauty shops or for taxis or limos), the amount of authorization may include a tip of 20%-25%. Up to a ninety-day hold may be placed on the value on the Card in the amount of the preauthorization request made by hotels and rental merchants. If the authorization request varies from the amount of the transaction the merchant subsequently submits to the Visa system, settlement of the transaction may not remove the hold, which may remain on the Card until the hold days have expired. If your Card is subject to a hold, the value on the Card that is subject to the hold will not be available for other purposes.

**Card Loading.** The Card may not be reloaded with monetary value by you directly. It is reloadable only by the Sponsoring Employer.

**Card Information.** You will not receive regular periodic statements with respect to the Card nor will you receive any other disclosures required to be made to consumers. The Sponsoring Employer will receive such information. You are responsible for keeping track of the transactions on the Card to ensure that you do not exceed the Available Balance. You can review the Available Balance and report of transactions by calling toll-free 1-888-261-7235 or visiting [www.payment-card.com](http://www.payment-card.com). This information is available to you 24 hours a day, 7 days a week.

**Remaining Funds.** The Card will expire on the date indicated on its face. If there are funds remaining on the Card after expiration, or, if you leave the employment of the Sponsoring Employer, the remaining funds on the Card will not be available for use by you.

#### **Section 5. FEES AND CHARGES.**

**Bank Fees.** The following fees and charges are imposed by us on your use of the Card and will be charged to the Card. Other fees may apply and will be disclosed when service is provided. We may change these fees in the future in accordance with this Agreement with prior notice to you.

**Third Party Fees.** When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer at the ATM). In addition, you may be charged fees by other third parties for use of the Card, such as (i) stores and merchants for POS transactions, and (ii) other banks and financial institutions for cash withdrawals at their branches.

**Foreign Exchange.** If you obtain the funds (or make a purchase) in a currency other than the currency in which the Card was issued, the amount deducted from the funds will be converted by Visa U.S.A., Inc. into an amount in the currency of the Card and may include fees charged directly by us. The conversion may occur on a date different than the transaction date. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by Visa U.S.A., Inc. from the range of rates available in wholesale currency markets for the applicable central processing date, which may vary from the rate Visa U.S.A., Inc. itself receives, or the government-mandated rate in effect for the applicable central processing date. You agree to pay the converted amount, which includes the rate of exchange between foreign currency and US currency in effect one day prior to the processing date, increased by \$0.50 and 1%.

**Section 6. DISCLOSURE OF CARD INFORMATION TO THIRD PARTIES.** We will disclose information to third parties about the Card or the transactions you make:

- Where it is necessary for completing the transactions; or
- Where there has been unauthorized use of the Card; or
- In order to comply with government agency or court orders; or
- As provided in the enclosed insert relating to our information collection and sharing practices and policies.

In addition, if we have Cardholder information, it may be provided to Visa for the purposes of providing certain services, including emergency cash or emergency Card replacement.

**Section 7. OUR LIABILITY.** If we do not complete a transfer from the Card on time or in the correct amount, we may be liable for the losses or damages. However, there are some exceptions. We will not be liable, for instance:

- If, through no fault of ours, you do not have enough money stored on the Card to make the transaction.
- If the ATM where you are making the Card transaction does not have enough cash.
- If the terminal or system was not working properly and you knew about the breakdown when you started the Card transaction.
- We are prohibited by law from completing the transaction.
- If circumstances beyond our control (such as fire or flood) prevent the Card transaction, despite reasonable precautions that we have taken.

**Section 8. SYSTEMS UNAVAILABILITY.** The electronic transfer functionality and/or electronic statements may not be available when systems require maintenance or upgrades or major unforeseen events occur, such as earthquakes, fires, floods, computer failures, interruptions in telephone service, electrical outages, civil unrest or riots, war, or acts or threatened acts of terrorism or other circumstances beyond our control. We have no liability for interruptions or delays in services due to systems unavailability.

**Section 9. LOST OR STOLEN CARD. IF YOU BELIEVE THAT THE CARD HAS BEEN STOLEN, OR THAT SOMEONE HAS TRANSFERRED OR MAY TRANSFER MONEY FROM THE CARD WITHOUT YOUR PERMISSION,** telephone us at 1-888-261-7235 or write us as soon as you can:

**Cardholder Services**

**PO Box 7235**

**Sioux Falls, SD 57117-7235**

**Section 10. AMENDMENT.** We can change this Agreement, at any time, and such changes will be binding on you. If the change is made for security purposes or as a result of changes in fees, changes or costs imposed by any party other than us, we can implement it without prior notice. The use of the Card constitutes acceptance of any amendment implemented by us.