

# PNC PaySource® Card Terms and Conditions

This Agreement governs the issuance and use of your Card. By purchasing, signing, or using the Card, or authorizing another person to use the Card, you are agreeing to the terms and conditions in this Agreement, which is subject to amendment from time to time in accordance with applicable law. The Card is offered only to individuals who lawfully can enter into and form contracts under applicable law. By accepting the Card, you promise to PNC that you are such an individual. PNC, in its sole discretion, may refuse to issue the Card to anyone. The Card is offered to you through the Payor. Further, you agree that this Agreement is binding on your successors, representatives, and assigns.

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## Definitions

“**Agreement**” means these PNC *PaySource* Card Terms and Conditions.

“**ATM**” means an automated teller machine.

“**Business Days**” are Monday through Friday, excluding federal holidays.

“**Card**” and “**PNC PaySource Card**” mean the PNC *PaySource* Card issued to you.

“**Foreign Transactions**” are transactions completed outside of the United States using your Card.

“**Instant Issue Card**” is a temporary magnetic stripe PNC *PaySource* Card issued to you by the Payor.

“**PIN**” means a four (4)-digit personal identification number that you select after activating your Card. A PIN is needed in order to use many of the features of the Card.

“**POS**” means a point-of-sale terminal used to make purchases of goods and services with your Card.

“**Primary Cardholder**” refers to the person in whose name the initial Card is issued.

“**Secondary Cardholder**” refers to the person in whose name a Card is issued at the request of the Primary Cardholder.

“**Payor**” means the employer that owes you payment (for example, your employer owing you wages) or entity that will make payments to you through your *PaySource* Card.

“**We**,” “**us**” and “**our**” refer to PNC Bank, a national banking association.

“**You**” and “**your**” refer to the person or persons in whose name a Card is issued.

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## 1. Your PNC *PaySource* Card

### A. Using Your Card

The Card is and will remain our property. However, you will be solely and completely responsible for the possession, use and control of the Card. You must surrender the Card to us immediately upon request.

You may receive an Instant Issue Card from the Payor. This will be a magnetic stripe card registered to you but will not have your name on it. This card will be available temporarily until the PNC *PaySource* Card is mailed to you. The PNC *PaySource* Card is an EMV chip card that has your name embossed on it. Once you activate the PNC *PaySource* Card, the Instant Issue Card will no longer be able to be used and should be destroyed by you.

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

You must select a PIN in accordance with the instructions provided with your Card. You should not disclose your PIN to anyone. If the security or confidentiality of your PIN is compromised, you should notify PNC at once.

### B. Limitations on Transfers

All transfers are limited to the amount of money available on your Card. Certain limits exist on the amount that may be withdrawn from ATMs or charged to your Card for purchases each day. The amount of these limits will be disclosed to you in writing when you receive Card. You may call us at 1-866-416-5689 if you need any additional information about your limits.

During any interruption of an electronic funds transfer service, the dollar amount and frequency may be reduced. There may be additional limitations on the types, frequency, timing, and amount of electronic transactions, without notice, for security purposes.

Please note that if you use your Card at an ATM or terminal that is not owned by us, operators of those ATMs or terminals may also impose limitations on the amount, number or frequency of transactions you may make with your Card.

### **C. Disclosure of types of Available Transactions**

You may use your Card to do the following:

- Pay for purchases or services anywhere Visa is accepted
- Obtain cash from ATMs
- Perform balance inquiries at an ATM
- Obtain cash at a bank, financial institution or merchant that accepts Visa cards and provides this service
- Authorize a merchant or other payee to make a one-time or recurring electronic payment using your Card number to pay for purchases or to pay bills
- Authorize the Payor to originate one-time or recurring deposits, such as payroll

Some of these services may not be available from us at all times or at all terminals at all times.

You may not use your Card to do the following:

- Set up ACH credits or debits (providing the Card funding information to a third party to process a transaction)
- Send funds to or from your Card using Visa Direct or a Visa Original Credit Transaction (OCT)
- Use your Card for internet lottery, betting, or gambling transactions, or for any illegal transactions. You also may not use your Card to purchase securities

If you overdraw the balance on your Card, you are responsible for that amount and must repay it to us.

### **D. FDIC Insurance**

Your funds are eligible for FDIC insurance. Your funds will be held at PNC Bank, National Association ("PNC Bank"), an FDIC-insured institution, and insured up to the maximum account permitted by law.

### **E. Ownership of Funds**

THE PRIMARY CARDHOLDER IS THE SOLE OWNER OF ANY AND ALL FUNDS DEPOSITED OR LOADED ONTO THE CARD.

All funds deposited or loaded onto the card will be available for use, subject to the terms and conditions of this Agreement, by the Primary Cardholder and any Secondary Cardholder(s). If ownership of the funds on the Card or the right to use the Card becomes in dispute for any reason, we, in our sole discretion, may refuse to authorize transactions or terminate the Card.

### **F. Negative Balances**

When there are sufficient funds available on your Card, we will honor transactions initiated or authorized by you. There is no credit line associated with your Card. We may dishonor a transaction when your Card has insufficient funds available. We reserve the right to charge your Card for all transactions you initiate or authorize, even though a negative balance may be created, although we have no obligation to do so. You will be liable for and must immediately correct any negative balance on your Card.

### **G. Authorizations and Special Purchases**

A merchant may request authorization from us for a transaction you are trying to make with your Card. When we provide authorization to a merchant, we place a hold on funds on your Card in the amount the merchant is requesting. Once the final amount of the transaction submitted by the merchant to us, your Card will be debited for that amount.

Certain types of merchants, such as restaurants, gas stations, car rental agencies, hotels, cruise lines, beauty and barber shops, health and beauty spas, and taxis/limousines, generally obtain an authorization to charge your Card for an amount that may exceed the actual amount of your final purchase.

If the amount of the authorization exceeds the funds remaining on your Card, your transaction may not be honored, even though the funds remaining on your Card are sufficient to cover the actual amount of your purchase. The amount of the authorization will be deducted from your available balance until the completion of the purchase or transaction, or the expiration of the time period set by us for authorizations.

#### **H. Foreign Transactions**

All debits to your Card will be posted in U.S. dollars. Card transactions made in a foreign currency are converted to U.S. dollar amounts by Visa, using the then current currency conversion procedure and rate. Currently, the currency conversion rate is either a wholesale market rate or a government-mandated rate in effect the day before the transaction processing date or the periodic statement posting date.

For each Foreign Transaction, you will be charged a Foreign Transaction fee equal to a percentage of the transaction amount as listed in the Schedule of Fees. This Foreign Transaction fee will be included in the amount charged to your Card. The fee will be charged whether or not there is a currency conversion in connection with the Foreign Transaction.

#### **I. Additional Cards**

You will not permit another person to have access to your Card or Card-related numbers. The Primary Cardholder may request up to three additional cards for three other people (Secondary Cardholders), subject to our requirements and prior approval.

If approved, we will provide the Secondary Cardholder with a separate Card linked to the Primary Cardholder's Card. Any value added to either Card may be accessed by both the Primary Cardholder and any Secondary Cardholder. A Secondary Cardholder may use the Card as provided in this Agreement.

The Primary Cardholder agrees that we may process all transactions by a Secondary Cardholder without further inquiry and may deduct all such amounts, including any fees, from the balance on the Card.

Transactions by a Secondary Cardholder will be combined with the Primary Cardholder for purposes of the overall Card transaction limits. The fees specified in our current Schedule of Fees will be applicable to the Primary Cardholder and all Secondary Cardholder(s). The Primary Cardholder may cancel a Secondary Cardholder's Card by calling us at 1-866-416-5689 or notifying us in writing at PNC Bank c/o Visa Inc., P.O. Box 636001, 8910 S. Ridgeline Blvd., Highlands Ranch, CO 80163-6001. The Primary Cardholder agrees to destroy the Secondary Cardholder's cancelled Card.

The Card will be charged for all transactions by the Secondary Cardholder until we have had a reasonable period of time to respond to the cancellation request, even if the transactions do not appear on the Card until a later time.

#### **J. Expiration; Refund**

Unless otherwise cancelled in accordance with the terms of this Agreement, your Card is valid until the expiration date that appears on your Card.

Unless it appears that no funds have been loaded onto your Card or that your Card has not been used within six (6) months prior to the expiration date on your Card, a new Card will be issued to you with a new expiration date.

If your Card is not renewed or if at any time you want to cancel your Card, and any funds remain on your Card, write to us at PNC Bank c/o Visa Inc., P.O. Box 636001, 8910 S. Ridgeline Blvd., Highlands Ranch, CO 80163-6001 for a refund of the remaining funds, less applicable fees and any charges owed to us, as well as any outstanding transactions. The refund will be sent to you at your address on our Card records.

#### **K. Cancellation; Termination**

We may cancel your Card or terminate electronic access to your Card with or without cause and without prior notice to you. You shall remain responsible for authorized charges that arise before or after termination.

If there are no transactions on your Card for 12 consecutive months, we reserve the right to cancel your Card and mail you a check for the balance. The check will be mailed to the address on our Card records.

## **2. Fees**

You agree to pay the fees and charges disclosed on our Schedule of Fees. Our current Schedule of Fees will be provided to you with your Card and is also available at [pnc.com/PaySource](http://pnc.com/PaySource).

We may modify these fees or add additional fees as permitted by applicable law. All fees and penalties (where applicable) will be automatically assessed against your Card, and you will be responsible for any deficiency. You understand and agree that PNC Bank is a national bank and state law limitations on the amount or frequency of fees on your Card may not apply to a national bank.

When your Card is used at an ATM not owned by PNC, the ATM operator or any network used may charge you a fee for the transaction or for a balance inquiry even if no funds are withdrawn at the ATM.

### **3. Loading Your Card**

#### **A. Direct Deposit**

This is an account established through a Payor (your employer or any other person or entity that arranges with PNC to make these payments to your Card). Fund transfers of your wages, salary, or other compensation ("Compensation") are to be made on a one time or recurring basis to your Card. For recurring deposits to your Card, at least once every 60 days from the Payor, you can find out if the deposit has been made by calling us at 1-866-416-5689, accessing your Card transactions at [www.pnc.com/paysource](http://www.pnc.com/paysource), or signing up for email and/or text alerts. At such time as the Payor transfers Compensation to your Card and such transfer is successfully loaded to your account by PNC, you become the owner of the funds transferred, and at that time the funds transferred become a deposit insured by the FDIC subject to the limitations and requirements of the FDIC and PNC. You may access the funds available on your Card only in accordance with these Terms and Conditions. You may not make a deposit, withdrawal or any other transaction with a Card except for the transactions described in this Agreement.

The Payor is responsible for instructing us to load the amount of funds onto your Card. We will load funds onto your Card as directed by the Payor and when funds are provided to us. We are not responsible for any delay in loading funds or failure to load funds to your Card caused by the Payor. Once the funds are loaded onto your Card, you may use your Card for the types of transactions described in this Agreement.

The Payor retains the right to deduct funds from your Card in order to correct a previous error or overpayment to you or for other reasons. You hereby authorize us to accept instructions from the Payor to add or deduct funds from your Card and, in the case of a deduction, to return those funds to the Payor. If you have a dispute with the Payor about the amount loaded onto or deducted from your Card, you agree that we will not be involved in that dispute and that you will resolve that dispute directly and solely with the Payor.

PNC does not pay any interest on the funds available on the Card. The Card has no minimum balance requirements.

#### **B. Availability of Deposits**

Funds deposited to or loaded onto your Card are made available for withdrawal or payment to a third party in accordance with the PNC Card Funds Availability Policy, which will be provided to you prior to the time you receive your Card and is available at [pnc.com/PaySource](http://pnc.com/PaySource). If you have any further questions about the PNC PaySource Card Funds Availability Policy, please call our toll-free customer service line at 1-866-416-5689.

#### **C. Deposit/Load Restrictions**

Deposits onto your Card are only to be made by the Payor.

All deposits to your Card are subject to review for compliance with applicable law, including without limitation to the Office of Foreign Asset Control (OFAC) compliance. This may result in delays in posting items to your Card or refusal to accept deposits or perform transfers. We will have no obligation to provide you with notice of any non-payment, dishonor or protest regarding any items credited or debited to your Card.

### **4. In Case of Errors or Questions about Your Card Transactions**

Call us at 1-866-416-5689 or write to us at PNC Bank c/o Visa Inc., P.O. Box 636001, 8910 S. Ridgeline Blvd., Highlands Ranch, CO 80163-6001 as soon as you can, if you think an error has occurred on your Card or if you have any questions about your Card. We must allow you to report an error until 120 days after the transaction allegedly in error was debited or credited to your Card. You may request a written history of your transactions at any time by calling us at 1-866-416-5689 or writing us at PNC Bank c/o Visa Inc., P.O. Box 636001, 8910 S. Ridgeline Blvd., Highlands Ranch, CO 80163-6001.

If you allege an error, you will need to provide us with the following information:

- Your name and Card number.
- Why you believe there is an error, and the dollar amount involved.
- 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 calendar days to investigate your complaint or question. If we decide to do this, we will provisionally credit your Card within 10 Business Days for the amount you think is in error, so that you will have the funds 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 Card, or we may reverse any provisional credit we have made.

For errors involving new Cards, point-of-sale or foreign-initiated transactions, we may take up to 90 calendar days to investigate your complaint or question.

For new Cards, we may take up to 20 Business Days to provisionally credit your Card for the amount you think is in error. We will tell you the results within 3 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 1-866-416-5689 or visit us at [www.pnc.com/paysource](http://www.pnc.com/paysource).

## **5. Lost or Stolen Card**

Tell us AT ONCE if you believe your Card or PIN has been lost or stolen, or if you believe an electronic transaction has been, or will be, made without your permission. Calling us is the best way of keeping your possible losses to a minimum. If you believe your Card or PIN has been lost or stolen or that someone has transferred or may transfer funds from your Card without your permission, call us at 1-866-416-5689 or write to us at PNC Bank/o Visa Inc., P.O. Box 636001, 8910 S. Ridgeline Blvd., Highlands Ranch, CO 80163-6001.

Tell us at once if your transaction history (provided to you online or through the mail) indicates a transaction that you did not make. You will not be liable for any unauthorized use of your Card if you notify us of the loss, theft or unauthorized use of your Card within 120 calendar days from the time the transaction is debited or credited to your Card. If you do not notify us within 120 calendar days, you may not get any money back you lost after 120 calendar days if we can prove that we could have stopped someone from making those transactions had you told us in time.

## **6. Stop Payments**

You understand and agree that you only have the right to stop payment on recurring preauthorized payments/ transfers (and not any other types of transactions) made with your Card.

If you have authorized recurring payments/transfers from your Card at least once every 60 days, you can stop those payments. In order to stop those payments, we must receive your request at least 3 Business Days before the payment is scheduled to be made. You will need to provide the following to us:

- Your name
- Card number
- Name of the person or company to whom the payment is scheduled to be made
- Amount of the payment you wish to stop

You will need to either call us at 1-866-416-5689 or write to us at PNC Bank c/o Visa Inc., P.O. Box 636001, 8910 S. Ridgeline Blvd., Highlands Ranch, CO 80163-6001. 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.

If the recurring payments/transfers from your Card will vary in amount, the person you are going to pay will tell you 10 days before each payment how much the payment will be and when it will be made. Or, you may tell the person you are going to pay to send you a notice only when the amount would fall out of the limits you have set. If you order us to stop payment of a recurring payment/transfer at least 3 Business Days or more before it is scheduled to occur, and we do not do so, we will be liable for your losses or damages.

## **7. Receipts and Statements**

You will receive or have the option to receive a receipt at the time you enter any transaction at one of our branches or when using an ATM or POS terminal. Receipts may not be provided for Foreign Transactions. Card transactions will also be reflected on your transaction history provided online or through the mail.

You may obtain confirmation that a recurring electronic payment (such as wages) has been made to your Card at [pnc.com/PaySource](http://pnc.com/PaySource), by signing up to receive email and/or text alerts, or by calling 1-866-416-5689.

You may obtain information about your Card balance by calling 1-866-416-5689. This information, along with a 12-month history of account transactions, is also available online at [www.pnc.com/paysource](http://www.pnc.com/paysource).

You also have the right to request a 24 months written history of your Card transactions by calling 1-866-416-5689 or by writing to us at PNC Bank c/o Visa Inc., P.O. Box 636001, 8910 S. Ridgeline Blvd., Highlands Ranch, CO 80163-6001.

You also have the right to request a paper statement.

## **8. Failure to Make Transfers**

If we do not complete a transfer to or from your Card on time or in the correct amount in accordance with the terms of this Agreement, we will be liable for your direct losses and damages. However, we will not be liable in the following circumstances:

- If, through no fault of ours, you do not have enough money on your Card to make the transfer
- If the ATM where you are conducting the transaction does not have enough cash

- If the ATM, terminal or system was not working properly and you knew about the problem when you started the transfer
- If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken
- If we have reason to suspect that the transaction is unauthorized, or we have placed restrictions on the use of the Card for security reasons
- If the funds on your Card are frozen (for example, because of a court order) and we are not legally permitted to complete the transaction
- If you have failed to use your Card, the ATM or other electronic device in accordance with our instructions

There may be other instances, either stated in this Agreement or other applicable account or electronic transfer service agreements we have with you, in which we will not be liable for our failure to complete a transfer to or from your Card on time or in the correct amount.

## 9. Disclosure of Card Information

We may disclose information to our affiliates or to third parties about your Card or any transaction on your Card in the following circumstances:

- Where it is necessary for completing transactions or to resolve disputes arising from Card transactions
- In order to verify the existence and condition of your Card for a third party, such as a credit bureau or merchant
- In accordance with your written instructions
- In order to comply with applicable law, court orders or subpoenas
- To protect or enforce our legal rights
- If we otherwise deem appropriate, to the extent permitted by law

## 10. Duties and Liabilities

You agree to regularly review your Card balance and transaction history to discover any unauthorized transactions or errors, and you agree to notify us of any errors as soon as possible, but in no event later than 120 days from the date the transaction you are questioning is debited or credited to your Card.

You may access your Card balance and transaction history in the following ways:

- Online at [pnc.com/PaySource](http://pnc.com/PaySource)
- By calling 1-866-416-5689
- By reviewing paper statements that you may request to be mailed to you pursuant to the terms of this Agreement

## 11. Alerts

You may request notifications related to specific events, balances or transactions on your Card. Some alerts are delivered every day on a regular schedule while others are sent in real time depending on the alert type and configuration. PNC shall not be liable to you FOR ANY DAMAGES INCURRED as a result of PNC's delayed delivery of the Alerts Service if such delayed delivery is caused, directly or indirectly by circumstances or events outside the reasonable control of PNC, including, but not limited to, power failures, telecommunications failures, internet server outages, lack of cellular service, or failure by you to provide PNC with accurate delivery instructions. You may elect to receive notices via wireless device text by enrolling online at [www.pnc.com/paysource](http://www.pnc.com/paysource) or by calling 1-866-416-5689. For added security, alerts will not include your Card number.

## 12. Arbitration Provision

Arbitration. Either you or we may ask to settle disputes by arbitration. Arbitration is a way of working out disputes without going to court. If you or we ask for arbitration, we would all meet with a person called an arbitrator. An arbitrator is like a referee or a judge. The arbitrator will listen to what you and we have to say. The arbitrator will decide who is right. The arbitrator's decision is called an award. The party who wins the award can take it to any court that could have heard the dispute and get an official judgment. Please read the rest of this section carefully. It explains how arbitration works.

Some Legal Rights May Not Be Available in Arbitration: After any party asks for arbitration of a dispute, neither you nor we can ask a court to hear that dispute.

There will be no jury trial of that dispute. You cannot be part of any class action relating to that dispute. The right to get information from each other and other procedures may be more limited in arbitration than in court. With a few limited exceptions, the arbitrator's award will be final and unchangeable. Other rights that you or we would have in a court also may not be available in arbitration.

What Disputes Are Covered: Any dispute that arises from or relates to this agreement, your prepaid card and any transaction involving the prepaid card or any service or product related to your prepaid card will be settled by arbitration unless it is described below in "What Disputes Are Not Covered." This means that disputes about the following are covered:

This agreement, your prepaid card or any transaction involving the prepaid card or any service or product related to your prepaid card;

Any advertisement, promotion or oral or written statement related to this agreement or your prepaid card;

Any relationships that result from this agreement or any relationship you have with us that is not also subject to a different agreement to arbitrate (including, as far as applicable law will allow, relationships with third parties who are not parties to this agreement or this arbitration provision);

The validity, interpretation, scope or enforceability of this agreement (except for any challenge to the enforceability of this Dispute Resolution section or any dispute about the parts of this section about class disputes); and

Whether it is too late to settle a dispute because of any statute of limitations, estoppel, waiver, laches or similar legal rule.

It doesn't matter whether the dispute is based on contract, fraud, tort, intentional tort, statute, regulation, constitution, common law, equity or otherwise. It also doesn't matter when the dispute began (whether before this agreement, now or in the future). This arbitration provision will continue to apply after this agreement ends and/or after you or we close the prepaid card.

**What Disputes Are Not Covered:** This arbitration provision does not cover any dispute:

That you or we could take to a small claims court, which usually limits its cases based on the amount of the claim; or

About the parts of this arbitration provision that prohibit class disputes. **No Class Disputes:** You cannot join together in a dispute with anyone other than people who use your prepaid card. Even if other people have disputes similar to a dispute that you or we ask to arbitrate, those people and their disputes cannot be part of any arbitration between you and us. You cannot arbitrate any dispute on a class action, private attorney general or other representative basis. Only a court, and not an arbitrator, may decide whether this provision prohibiting class disputes can be enforced.

**Who Will Arbitrate:** The American Arbitration Association ("AAA") or JAMS ADR ("JAMS") may arbitrate any dispute, or you and we may agree upon a different arbitrator. For more information about arbitration, contact the AAA ([www.adr.org](http://www.adr.org) or 1-800-778-7879) or JAMS ([www.jamsadr.com](http://www.jamsadr.com) or 1-800352-5267). If for any reason the AAA or JAMS is unable or unwilling to arbitrate, or you and we cannot agree on an arbitrator, we will use another national or regional arbitration group.

The number of arbitrators will depend on the total dollar amount of all disputes by both you and us. If the total is \$250,000 or less, one arbitrator will hear the dispute(s). If the total is over \$250,000, three arbitrators will hear the dispute(s).

Each arbitrator must be an active member in good standing of the bar for any state in the continental United States, and either: (a) actively engaged in the practice of law for at least 5 years or (b) a retired judge.

**What Rules Apply:** The arbitration of any dispute will be conducted according to the rules of the arbitrator ("Rules"). If an arbitrator other than the AAA is chosen, the Rules of the AAA will be applied to any circumstance that is not addressed by the Rules of the chosen arbitrator. If the total of all disputes is \$250,000 or less, we will use any expedited procedures in the Rules. If this agreement and the Rules say something different, we will follow this agreement and not the Rules.

**How To Start Arbitration:** Either you or we may start an arbitration by giving written notice to the other party. At a minimum, this notice must describe the subject of the dispute and the result requested in arbitration by the party giving the notice. If you ask us to arbitrate, you can choose the AAA or JAMS, or suggest another national or regional arbitration group to arbitrate the dispute. If we ask you to arbitrate, we will give you 10 days to choose the AAA or JAMS, or to suggest another national or regional arbitration group. In either case, if you suggest an alternative to the AAA and JAMS, we will work with you to determine if you and we can agree on a different group or arbitrator. If you and we are unable to agree, the arbitration will be conducted by the AAA or, if the AAA is not available, by a similar arbitration group. The party asking for arbitration must file a notice with the arbitration group following the Rules in effect at that time.

**When a Party May Ask for Arbitration:** You or we may ask for arbitration before or after a lawsuit has been filed. You or we must ask for arbitration within the statute of limitations that would apply to the same dispute in court. If it is too late to resolve the dispute in court, it is also too late to resolve it in arbitration.

**What the Arbitrator(s) Must and May Not Do:** Each arbitrator must:

Limit discovery to information that is directly relevant to the dispute and is not considered confidential or otherwise protected from being made public. Discovery is the process by which you and we ask each other for information about the dispute;

Make decisions and awards based on the evidence and applicable substantive law and the rules of evidence used in federal courts;

Make decisions and awards only with respect to claims made by or against you individually;

Give a brief written explanation of the basis for the award upon request of either party; and • Make specific finding of fact and conclusions of law to support any award greater than \$25,000.

Not make any award that would require you and us to continue any relationship we may have under this Agreement or otherwise.

**Who Pays for Arbitration:** There will be costs for arbitration. Contact the AAA or other arbitration group to find out what the arbitration charges will be. You may have to pay some of the arbitration charges unless this agreement, an applicable law or the Rules say we must pay. If the total dollar amount of all disputes is \$50,000 or less, we will pay that portion of the arbitration filing fee that is more than the cost of filing a lawsuit in the federal court where you live. You can ask us to pay some or all of the other arbitration charges you have to pay, but we don't promise to do as you ask. At the end of the arbitration, the arbitrator(s) will decide who has to pay for any arbitration charges that are greater than those we agreed to pay. The arbitrator(s) also may order us to pay some or all of your attorneys, expert and witness fees. Unless ordered otherwise by the arbitrator(s), each of us must pay for its own attorneys, expert and witness fees, no matter who wins.

**Where Will Arbitration Take Place:** Any arbitration will take place in the federal judicial district near your home. Or, you and we could agree that arbitration will take place somewhere else.

**What Law Applies:** This arbitration provision is made pursuant to a transaction involving interstate commerce. The Federal Arbitration Act will apply to the construction, interpretation and enforceability of this arbitration provision despite any other choice of law provision in this Agreement.

**Other Rights and Remedies:** Nothing in this arbitration provision will limit certain other rights you or we may have. This means that you or we could, for example:

Get an injunction, which is a court order to stop someone from doing something; or

File an interpleader action, which is a type of lawsuit used to decide who owns property that more than one person claims to own.

If you or we do any of these things or take part in any other court case, it does not affect your or our rights under this arbitration provision.

**What Happens If Part or All of This Arbitration Provision Cannot Be Enforced:** Only a court and not an arbitrator can determine if any part of this arbitration provision cannot be enforced. If a court with proper jurisdiction says that any part of the "No Class Disputes" subsection above (which prohibits arbitration of class disputes) cannot be enforced, then none of the arbitration section in this Agreement will apply, and this section will be considered deleted from the Agreement. If a court with proper jurisdiction says that any other part of this arbitration provision cannot be enforced, then the rest of this arbitration subsection still will apply, including the "No Class Disputes" subsection above.

**Waiver Of Jury Trial:** This provision limits your rights to a jury trial. You should review this section carefully. If you and we have any dispute related to this agreement, your prepaid card, or any transactions involving your prepaid card or any service or product relating to your prepaid card and (i) neither you nor we seek to compel arbitration of the dispute, or (ii) some or all of the arbitration section is unenforceable and the dispute will be resolved in court, then you and we agree voluntarily and knowingly to waive any right each may have to a jury trial to the fullest extent permitted by law.

**Attorneys' Fees.** In any action between you and us in court, the prevailing party will be entitled to receive from the other party an amount equal to the reasonable attorneys' fees the prevailing party incurred in bringing or defending the court action.

## **13. Other Legal Terms**

### **A. Governing Law**

This Agreement will be governed by federal law and where not in conflict with federal law, the laws of the State of Delaware, without regard to conflict of law principles.

### **B. Right of Set Off**

We have the right to set off against your Card for any indebtedness owed by you to us, whether individually or jointly owed. We may exercise our right of set off without advance notice to you and without regard to any other right which we may have against you or any other person or entity. We may also freeze or place a hold on your Card without setting off in order to investigate any dispute or claim. We will not be liable for any dishonor of a transaction that results.

You grant us a security interest in the balance on the Card and in any other individual and joint accounts in your name, including joint accounts owned by husband and wife, to pay all loans, overdrafts or other obligations or other indebtedness now or hereafter owing to us by you.

Our security interest and right of set off will prevail and take priority over any claim, change of ownership, pledge, attachment, garnishment, levy, court order or other legal process of any kind whatsoever. Should one of these events occur, we may take any action permitted or required by law.

### **C. Legal Process**



Should we receive any legal process or legal notice instructing us to restrict your Card use, withhold, seize or turnover funds on your Card, or otherwise affect your Card, you acknowledge and agree that we may comply with such legal process or legal notice. In complying with any legal process or legal notice, you acknowledge and agree that we may limit or suspend access to your Card, refuse to permit withdrawals or transfers from or loads to your Card, and take any other action we deem appropriate or legally required in our discretion, without regard to the ownership or original source of the funds on your Card. We will not contest any legal process or legal notice on your behalf.

#### **D. Changes to this Agreement**

We may change the terms of this Agreement, including any fees and/or features of the Card, from time to time and for any reason, except as prohibited by applicable law. If required by applicable law, we will notify you of changes.

#### **E. Survival**

All provisions of the Agreement, including but not limited to the arbitration provisions contained in the Arbitration section, shall survive the termination of the Agreement by either party.

#### **F. Notices**

Notices from you to us will be effective upon our receipt and reasonable time to process. Unless otherwise noted, we will send notices by delivering them to you in the manner agreed to by you and us or to the address we have on file for the Primary Cardholder. You agree to keep and maintain your address on file with us current.

#### **G. Waiver**

Failure by us to exercise any of our rights under this Agreement shall not be deemed a waiver of any of our rights.

#### **H. Non-Transferable**

Any rights in your Card are not transferable except in accordance with applicable law.

#### **I. Severability**

In the event that one or more provisions of this Agreement shall for any reason be held invalid or illegal, such holding will not affect the enforceability of any other provision.

#### **J. Force Majeure**

We will have no liability for any delays or failure of performance caused in whole or in part by fire, labor disputes, power failures, acts or omissions of civil authorities, civil disturbances, computer malfunction, or any causes beyond our control.

#### **K. Limitation of Liability**

You agree that in performing the duties imposed under this Agreement in no event will we be liable for any consequential, indirect or special damages.

#### **L. Call Recording; Consent for Service Calls**

By providing telephone number(s) to us at any time, you authorize us and our affiliates and designees to contact you regarding this Card and any personal account(s) or business account(s) for which you are an authorized signer, whether the account(s) are with us or our affiliates, at such numbers using any means, including but not limited to placing calls using an automated dialing system to cell, VoIP or other wireless phone number, or by sending prerecorded messages or text messages, even if charges may be incurred for the calls or text messages; and you consent that any phone call with us may be monitored or recorded by us.

#### **M. Credit Bureau Reporting Notice**

You are hereby notified that a negative credit report reflecting on your card report may be submitted to a consumer (credit) reporting agency, such as ChexSystems, if you fail to fulfill the terms of your obligations under this Agreement. If you believe that we have information about you that is inaccurate or that we have reported or may report to a credit reporting agency information about you that is inaccurate, please notify us of the specific information that you believe is inaccurate by writing to CONSUMER LOAN CENTER, P.O. BOX 3180, Pittsburgh, PA 15230-3180

#### **PNC Bank Prepaid Card Consumer Information Privacy Principles:**

These disclosures are made on behalf of PNC Bank, National Association (PNC). PNC is committed to treating and using personal financial information about you responsibly. PNC collects information about Prepaid Card holders from the following sources:

- Information you provide in the Prepaid Card Enrollment Form and other forms
- Information obtained from your employer or card sponsor

PNC does not share personal information about Prepaid Card holders or former Prepaid Card holders with affiliates or non-affiliated third parties, except as permitted by law.

To protect your personal information from unauthorized use, PNC uses security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. Additionally, PNC requires and trains its employees to comply with its privacy standards and policies, which are designed to protect customer information. If you have any questions, please call us at 1-866-416-5689

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