

**NETCHEX<sup>SM</sup> PREPAID MASTERCARD<sup>®</sup> CARDHOLDER AGREEMENT**  
**IMPORTANT TERMS AND CONDITIONS - PLEASE READ CAREFULLY**

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**1. Terms and Conditions.** This agreement outlines the terms and conditions, governing your use of the Netchex Prepaid MasterCard ("Card") issued by Central National Bank & Trust Company, Enid, Oklahoma and supersedes any terms and conditions that you may have previously received (the "Agreement"). By activating or using this Card, you agree to be bound by these terms and conditions. These terms and conditions are effective as of March 13, 2015 and replace any previous agreement of this Card. Cards may not be returned.

**PLEASE READ THIS AGREEMENT CAREFULLY AND KEEP IT FOR FUTURE REFERENCE.**

**2. Definitions.** (1) "Business Days" are Monday through Friday excluding certain federal holidays. (2) "Card" means the Prepaid MasterCard issued to you by Central National Bank of Enid, OK. (3) "Card Account" means the records we maintain to account for funds that are available to you with the Card. (4) "You" and "your" mean the person to whom the card is registered and who is authorized to use the Card as provided by this Agreement. (5) "We", "us", "our" and "Bank" means Central National Bank, its successors and assigns. "Servicer" means CardPlatforms Prepaid Card Services which functions as a servicer on behalf of the Bank. (6) "Employer" means the employer you work for. (7) "Program Services" means the various services provided by the use of the Card, such as loading value, spending, or bill pay functionality.

**3. Verification of Identity.** The USA PATRIOT Act is part of a federal law (the Bank Secrecy Act) that 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 a Card Account, we may ask for your name, physical address, and date of birth and other information that will allow us to reasonably identify you. We may also ask to see your driver's license, Social Security card, or other identifying documents at any time. Upon successful verification, you will be able to use your Card via the methods detailed within this Agreement.

**4. Usage Restrictions on Card.** At the time of your enrollment in the card program, you received a Card that is reloadable. You must sign the back of the Card before using it for purchases or withdrawals. Detailed in this cardholder agreement is a table of limitations that apply to the Card.

**5. Loading the Card.** The Card is a prepaid card where funds can be loaded in various ways, such as Direct Deposit of wages or of Federal payments. These loads are accepted only in the name of the cardholder. The funds that are available are recorded in your Card Account. The value of the funds available on the Card at any given time is referred to in this Agreement as the "Available Funds." By loading funds or by initiating transactions with the Card, you appoint Central National Bank to act as your agent to pool your funds, together with funds from other Cardholders and to deposit those funds at one or more banks. By initiating a transaction with the card, you appoint the Bank as your agent to obtain the funds on your behalf from the pooled funds account and to transfer your funds as you direct. This pooled account or accounts are referred to in this Agreement as the "CNB Agency Pooled Account". Your funds will be held separately from the corporate funds of the Bank. The value associated with this card is insured by the Federal Deposit Insurance Corporation (FDIC) up to applicable limits.

**6. Personal Identification Number ("PIN").** Your PIN is a security feature which will be needed for certain transactions including all ATM withdrawals. It identifies you as the proper user of the Card and authorizes transactions that you make with the Card. You should never write your PIN on your Card, do not keep it with your Card, and do not reveal it to any unauthorized person. You should contact the Servicer immediately if you believe that anyone has gained unauthorized access to your PIN. You should not reveal the PIN to anyone and you assume full responsibility for any and all PIN transactions. If you believe that your PIN has been stolen and that unauthorized transactions are occurring on your card, Please contact the Servicer immediately at the number on the back of your card so that the Card may be closed and you will be issued a new Card. Please note that if you lose or forget your PIN, you will need to have a live agent reset your PIN after validating you are the cardholder. Live agents cannot access or communicate your current PIN.

**7. Using the Card.** So long as you do not exceed the Available Funds in your Card Account, you may use the Card to purchase goods or services wherever MasterCard<sup>®</sup> debit cards are accepted or the Pulse logo is displayed and to obtain cash by initiating cash withdrawal transactions through the Card from any financial institution or at ATMs that accept MasterCard. Each time you use the Card, you authorize us to reduce the funds available in your Card Account by the amount of the purchase or withdrawal in addition to any applicable fees, costs or holdings. There is no credit line associated with your Card. This means that at the time of the transaction you must have sufficient funds available on the Card to pay for the transaction and any applicable fees and you are never allowed to exceed the available balance in your Card Account. Nevertheless, if you exceed the available balance you shall remain fully liable to us for the amount of the transactions and any applicable fees and charges. You can get a receipt at the time you initiate a transaction and you should retain the receipt to verify your transactions. Some merchants may not provide paper receipts for small dollar transactions.

**8. Your Duties as a Cardholder.**

As a cardholder, you acknowledge and agree to the following:

- You must have a sufficient balance on your Card to pay for each transaction and all applicable fees. If you attempt a transaction for more than the available balance on your Card, the transaction may be declined.

- You agree that we may deduct the amount of your transactions and applicable fees, and any other amount you owe us in connection with any Card usage, directly from your Card.
- You must pay us immediately on demand if, for any reason, your Card does not have a sufficient balance to cover the amount of a transaction and amounts owed to us.
- You will take reasonable steps to protect the security and confidentiality of your PIN.
- You will notify the Servicer right away if you believe your Card or PIN has been lost or stolen or that someone has used or may use your card or PIN without your permission.
- You will not authorize anyone else to use your Card.

**9.Limitations on Use.** Your transaction may be denied if you (1) exceed the daily ATM withdrawal limit, (2) do not have adequate Available Funds in your Card Account for the transaction, (3) do not enter the correct PIN, or (4) exceed the frequency of use limitations set forth at the end of this agreement. You do not have the right to stop payment on any purchase or withdrawal originated through your Card. You do not have overdraft protection for your Card. Please review the limitations on the use of your Card in the Limitation Table. You may not use the Card for any illegal or restricted transaction. If you authorize a transaction, the approval may result in a hold for amount of the transaction for up to thirty days even if you do not complete the purchase. A hold (which may be for more than the actual amount of transaction) also may be placed by the merchant in connection with a hotel or car rental transaction. THE CARD IS NOT A CREDIT CARD, NO INTEREST WILL BE PAID TO YOU. IT REMAINS THE PROPERTY OF THE BANK, IS NON-TRANSFERABLE AND, SUBJECT TO APPLICABLE LAW, MAY BE CANCELLED, REPOSSESSED OR REVOKED AT ANY TIME WITHOUT PRIOR NOTICE.

**10.Merchandise Returns.** PLEASE BE AWARE OF THE MERCHANT'S RETURN POLICIES PRIOR TO COMPLETING THE TRANSACTION. If you wish to return any merchandise purchased with the Card, you will be subject to the Merchant's return policies. The Servicer, the Bank, MasterCard®, and their affiliates, employees, and agents are not responsible for the services or merchandise purchased with the card. The Bank is not responsible for the return or exchange of merchandise purchased with the card. By use of this Card, you, the cardholder, agree that the issuer is not liable for any consequential damages, direct or indirect. Exchange or return of merchandise purchased in whole or in part with the Card is governed by the policies of each merchant and applicable law. If the Merchant agrees to issue a credit to the Card, such funds may not be available for up to seven (7) business days.

**11.No Warranty Regarding Goods and Services.** Except as expressly otherwise provided in this Agreement, we make no representations or warranties of any kind to you, whether express or implied, and, therefore, we are not responsible or liable to you for the quality, safety, legality, or any other aspect of any goods or services purchased from any Merchant with your Card. If you have a dispute with a Merchant, you agree to settle the dispute directly with the Merchant.

**12.Foreign Transactions.** If you make a transaction in a currency other than in U.S. Dollars, the foreign amount will be converted into U.S. Dollars. This conversion will be at the current exchange rate plus a currency conversion fee of up to 3.00% of the amount of the transaction. The conversion may occur on a date subsequent to the date of the transaction and as such the rate of conversion may be different at that time than at the time of purchase. Cardholder agrees to pay the converted amount, in addition to the card fee as shown in the Fee Schedule.

**13.Account Information andTransaction History.** You may obtain information about the amount of money you have remaining in your payroll card account or request a paper statement by calling 855-735-4730. This information along with a 60-day history of account transactions, is also available online at [www.netchexpaycard.com](http://www.netchexpaycard.com). The transaction history will contain certain information concerning the transactions conducted with your Card, including the dates, type, terminal location (for ATM withdrawals), and amounts of the transactions, the beginning and closing balances, fees assessed against the Card during the period, and addresses and telephone numbers for inquiries.

**14. MasterCard Zero Liability.** Have peace of mind knowing that the Bank that issued your Netchex MasterCard won't hold you responsible for "unauthorized purchases" when your card is lost or stolen. Zero liability applies to purchases made in the store, over the telephone or online. As a cardholder, you will not be held responsible in the event of unauthorized purchases provided that the following conditions are met:

- Your account is in good standing.
- You have exercised reasonable care in safeguarding your card from any unauthorized use. Unauthorized use means that you did not provide, directly, by implication or otherwise, the right to use your card and you received no benefit from the "unauthorized" purchase.
- You have not reported two or more unauthorized events in the past 12 months.
- You reported your card lost or stolen immediately.

**15. Your Liability for Unauthorized Transactions, Lost or Stolen Card.** You must report unauthorized transactions immediately, or notify us immediately if you believe your Card has been lost or stolen, by calling us at the number shown in Contact Us. It is imperative that you notify us immediately upon discovery of unauthorized use, loss or theft of the Card. You are responsible for transactions that occur between the time the card is lost or stolen and the time we are actually notified. When reporting a lost or stolen card, you will be required to provide us with your name, the Card number, your most recent transaction(s) and any other personal information necessary to verify your identity and your ownership of the Card. Once this information is verified, we will either reissue a Card or refund the remaining balance, subject to any applicable Replacement Card Fee or Cancellation Fee if shown

in the Fee Schedule and subject to the settlement of any pending transactions on the Card Account. Please be advised that we reserve the right to require an affidavit confirming the information you provide related to your lost or stolen card prior to the issuance of a replacement card or refund. Please also be advised that it is your responsibility to take reasonable measures to safeguard your card from loss or theft. You agree to fully cooperate with us in our investigation of any possible unauthorized use of your Card.

**16.Card Security.** This Card may be used without a personal identification number (PIN) to make purchases. Therefore, if you lose your card, someone will be able to use it. Protect your PIN and card at all times.

**17.Signature on Card and Activation.** Before using your Card, you must sign the back where indicated. Write down the Card number and the toll-free number on the back of the Card on a separate piece of paper in case the Card is lost or stolen. Instructions to activate your card are included with the Card. We reserve the right to delay activation and use of the Card for up to twenty-four (24) hours. During activation or any Customer Service call, we may request that you provide the card security code printed on the front and/or back of your Card, as well as additional identification information including, but not limited to, your name, your address, home phone number, date of birth, zip code, and a form of identification. We may use this data for a range of purposes, including but not limited to facilitating refunds if the Card is lost or stolen, enhancing usage at Merchants that may require zip code authorization, and aiding in collection efforts in the event of a "Shortage." We will hold your information in confidence in accordance with the section below entitled "Data Protection and Privacy".

**18.No Warranty of Availability or Interrupted Use.** 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 Available Funds. Please notify us immediately if you have any problems using the Card. By use of the Card, you agree and accept that we are not responsible for any interruption of service.

**19.Error Resolution.** THE SERVICER IS RESPONSIBLE FOR RESOLVING ANY ERRORS IN TRANSACTIONS MADE WITH YOUR CARD AND ALL QUESTIONS ABOUT TRANSACTIONS MADE WITH YOUR CARD SHOULD BE DIRECTED TO THE SERVICER RATHER THAN TO THE ISSUER OF THE CARD. Telephone the Servicer at the number on the back of the Card or write to them via the website or mailing address, if you believe that your statement or receipt reflects an error or for more information about a transaction listed on the statement or receipt. Please provide your name and Card number, the dollar amount of the suspected error or transaction, the type of transaction, and explain as clearly as you can why you believe that there is an error or why you need more information. The Servicer must hear from you no later than sixty (60) days from the date you accessed the transaction history and, if you provide this information orally, you may be required to submit a written explanation within ten (10) business days.

The Servicer will determine whether an error occurred within ten (10) business days of hearing from you and will correct any error promptly. If more time is needed, however, the Servicer may take up to forty-five (45) days to investigate your complaint or question, but will provisionally credit your Card Account within ten (10) business days for the amount you believe is in error, so that you will have the use of the money during the time it takes to complete the investigation. However, if written verification is requested regarding your complaint or question and it is not received within ten (10) business days; you may not be given provisional credit.

For errors involving new Cards, point-of-sale debit card transactions, or foreign-initiated transactions, it may take up to 90 days to investigate your complaint or question and for new accounts, it may take up to 20 business days to credit your Card Account for the amount you believe is in error.

You will be notified of the final conclusion within three (3) business days of completing the investigation. If it is determined that no error has occurred, you will be sent a written explanation and the Servicer may debit any provisional credit from your Card Account. You may ask for copies of the documents that were used in the investigation.

Neither the Servicer nor the Issuer are responsible for the delivery; quality, safety, legality or any other aspect of the goods and services purchased from Merchants with the Card. Any disputes concerning those matters should be addressed to the Merchants from whom the goods and services were purchased.

**20.Address or Name Changes.** You are responsible for notifying the Servicer of changes in your address or telephone number within two weeks of the change. Any written communications with you will be only by use of the most recent address and telephone number that you provided and you agree that any notice or communication sent to the address or telephone number noted in the account records shall be effective unless a notice is received from you.

**21.Unclaimed Property.** If there is no record of Card activity for several years, applicable law may require the Bank to report the balance on the Card as unclaimed property. If this occurs, we may try to locate the owner of the Card at the address shown in our records. If we are unable to locate you, we may be required to deliver any value remaining on the Card to the state as unclaimed property.

**22.Changing the Terms and Conditions, Amendment and/or Cancellation.** We may change the terms of, or add new terms to, these Terms and Conditions at any time, with or without cause, and without giving you notice, unless such notice is required by applicable law. Further, if the change is made for security reasons, we can implement the change without prior notice. Any changes to the Terms and Conditions are maintained online after logging into your Card account and replace any previous Agreement of this

Card. In addition, we may suspend, cancel, add, modify or delete any feature offered in connection with your Card at our sole discretion at any time, with or without cause, and without giving you notice, subject to applicable law. If we cancel your Card, any Available Funds remaining on the Card upon such cancellation, after payment of all applicable charges and fees, will be returned to you. You may cancel this Agreement by telephoning or writing us and you may be charged a Cancellation Fee. Upon cancellation, you will no longer be able to use the Card and it should be destroyed. A paper check for the balance remaining in your Card Account less any applicable Cancellation Fee will be mailed to you. Your cancellation of the Agreement will not affect any of our rights or your obligations that arose prior to the cancellation.

**23.No Interest.** You will not receive any interest on Available Funds.

**24.Tracking Available Funds.** As you use the Card, the Available Funds will be reduced by the full amount of each purchase including taxes, and any other fees. You are responsible for tracking your Card's Available Funds, including all transactions and account balances. To obtain your Available Funds balance or to request information about previous transactions, you can check your balance anytime by calling the toll-free number on the back of the Card or visiting the cardholder website. Each telephone balance inquiry may incur a fee (see Fees Schedule) which will be assessed against your Card balance. There is no fee for checking your Card balance online at the cardholder website.

**25.Transactions Where Funds May Be Held Until Settlement.** To use your Card at a gas station it is recommended that you pay inside. Paying inside will avoid having an additional portion of your card balance (up to \$75.00) held and unavailable for use for a period of time after the use of the card at the pump. Certain Merchants, such as hotels and car rental agencies may cause an "authorization" or a "hold" on your available balance for up to 90 days for an amount of funds above the actual transaction amount to ensure that there are adequate funds available for the purchase. You are only charged the actual amount of the purchase at the time the transaction is settled, but a portion of your funds may be unavailable prior to settlement. Lastly, certain merchants may authorize/approve an amount as high as 25% above the actual purchase price; this is done to take into account tip/gratuity. Please be advised that while this additional amount may be unavailable for up to ninety (90) days, your Card will only be charged the actual amount of the purchase at the time the transaction is settled. Please note that we may not manually release authorizations without a certified letter or fax from the merchant. In addition, if you commence a purchase and the merchant obtains an authorization, and then you cancel the purchase without completing it, the authorization may result in a temporary hold for that amount of funds for 10 days, or longer in some cases.

**26.Card Valid Thru Date.** The Card is valid and usable until it is past the expiration date embossed on the Card. If there is a balance remaining after the expiration date, for a period of 24 months, or longer where required by law, you may call our customer service center at the number on the back of your card and request that the remaining balance be transferred to a new Card or refunded to you. There may be a fee to reissue a replacement card and a refund processing fee to close your account and issue a paper check.

**27.Refusal of Card.** We are not responsible or liable to you if any Merchant refuses to honor the Card or for any other problems you may have with any Merchant. If a Merchant fails to honor the Card, please call the customer service number to report the incident.

**28.Transactions in Excess of Available Funds.** If you attempt to use the Card when there are insufficient Available Funds for the particular transaction (e.g., \$100 purchase when the Card only has \$75 in Available Funds), and the Merchant does not fulfill a request to process a "split tender" transaction, the transaction will usually be declined. However, if due to a systems malfunction or for any reason whatsoever, a transaction occurs despite insufficient Available Funds on the Card (creating a negative amount on the Card, referred to herein as a "Shortage"), you agree to reimburse us, upon request, for the amount of the Shortage.

**29. Liability of the Bank for Failure of Program Services.** If a Program service is not provided in accordance with this Agreement, we will be liable for the loss of your money up to the amount that is actually lost, but only if that loss results solely from our nonperformance or that of our affiliates, service providers, employees, agents or contractors, subject to the following limitations:

a. Limitation of Liability. Notwithstanding the foregoing, we will not be liable for any loss or damage you suffer in the following circumstances (We reserve the right to disclaim liability for other circumstances, effective upon amendment of this Agreement.):

- If through no fault of ours, a merchant refuses to honor your Card.
- Inability to access your money when we restrict your card, after you have reported the loss of your Card, its theft or unauthorized use.
- If through no fault of ours, you do not have enough money in your Cardholder Account to make the purchase, withdrawal or transfer or to otherwise use a Program service.
- If the ATM where you are withdrawing funds does not have enough cash.
- If the POS Terminal, ATM or other electronic device used to effect a transaction does not work properly.
- If circumstances beyond our control (such as fire, war, strikes and other labor troubles, civil unrest, flood, earthquake and other natural disasters, terrorism, government action, such as new laws and regulations, court order, injunction or other judicial action or legal process, failure of the IVRU System or the computer network used by us or our contractors and failures by our service providers) that prevent providing of Program services, despite reasonable actions or precautions on our part.

- Loss and damage resulting from errors by you, including unintentional errors, such as providing an incorrect PIN, an error in providing the name of a recipient of a money transfer or providing incorrect information preventing verification or completion of a transaction.
- Loss and damage resulting from illegal, fraudulent or other wrongful conduct by you, including providing us with erroneous or inaccurate information or using Program services to violate any applicable laws or regulations or to perpetrate fraud on other persons.
- Loss and damage resulting from your breach or other nonperformance under the terms of this Agreement, including failure to register properly and failure to properly use the IVRU System and other communications systems we have arranged for Cardholders' use.
- Loss and damage resulting from restrictions imposed by laws and regulations or restrictions imposed by us due to suspicious or possibly unauthorized activity involving your Card.

**b.** Limitation of Damages. In no event will we, our affiliates, service providers, employees, agents or contractors be liable to you for any indirect, consequential, special, incidental or punitive damages or losses resulting from or caused by your use of, or inability to use, your Card or Program services. This provision is for the benefit of each of our affiliates, service providers, employees, agents and contractors, including "CNB", and may be enforced by each of them.

**30.Data Protection and Privacy.** The Bank knows that the cardholders' privacy is very important. As such, safeguarding your privacy will always be one of our highest priorities. A copy of the Bank's Privacy Policy is included in your card packaging. Please review it. It may also be found on the cardholder website along with a copy of these Terms and Conditions. If you have any concerns about our policy, please contact Central National Bank at the Contact Information listed. We reserve the right to modify or supplement our Privacy Policy at any time. Our Privacy Policy is posted on the cardholder website and you agree to review it on at least an annual basis.

Other Privacy Rights. We will comply with applicable state laws regarding the information we share about you. Certain state laws restrict the types of information that we may disclose about you or require that we provide you with additional notices or opt-out rights. If our records reflect that you are a resident of Vermont, for example, our sharing of information about you with nonaffiliated third parties with whom we have joint marketing agreements will be limited to information about your name, contact information, and our own transactions and experiences with you.

Information Security. We restrict access to nonpublic personal information about you to our employees who have a need to know such information (e.g., to process your transactions). We train our employees on the importance of customer privacy and confidentiality. We also maintain physical, electronic, and procedural safeguards that comply with federal standards to guard the nonpublic personal information of our customers.

**31.Governing Law/Jurisdiction.** The interpretation and enforcement of this Agreement shall be governed by and construed in accordance with the laws of the United States and the State of Oklahoma, without regard to principles of conflict of laws. Any actions or proceedings with respect to this Agreement or any services provided under this Agreement shall be brought only before a federal or state court of competent jurisdiction in Oklahoma.

**32.Void Where Prohibited.** Not all services described in this Agreement are available to all persons or at all locations. We reserve the right to limit, at our sole discretion, the provision of any such services to any person or in any location. Any offer of a service in this Agreement shall be deemed void where prohibited.

**33. Non-Assignability.** You may not assign or transfer this Agreement or any of your rights or obligations under this Agreement. Any attempt to the contrary shall be null and void. This Agreement shall be binding on you, your executors, administrators, and any permitted assigns.

**34.Entire Agreement.** This Agreement sets forth the entire understanding and agreement between you and us, whether written or oral, with respect to its subject matter and supersede any prior or contemporaneous understandings or agreements with respect to their subject matter.

**35.Severability.** If any of the terms of this Agreement are invalid, changed by applicable law or declared invalid by order of court 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.

**36. Arbitration of Claims. NOTICE: THIS AGREEMENT REQUIRES ALL DISPUTES BE RESOLVED BY WAY OF BINDING ARBITRATION UNLESS YOU OPT-OUT AS DETAILED IN THE ARBITRATION SECTION BELOW.**

**READ THIS ARBITRATION PROVISION. UNLESS YOU ACT PROMPTLY TO REJECT THE ARBITRATION PROVISION BY OPTING OUT IN ACCORDANCE WITH PARAGRAPH b, CAPTIONED "OPT-OUT PROCESS," THE ARBITRATION PROVISION WILL BE PART OF THIS AGREEMENT AND WILL HAVE A SUBSTANTIAL EFFECT ON YOUR RIGHTS, INCLUDING YOUR RIGHT TO BRING OR PARTICIPATE IN A CLASS ACTION, IN THE EVENT OF A DISPUTE.**

- a. **General:** This Arbitration Provision describes when and how a Claim (as defined below) may be arbitrated. Arbitration is a method of resolving disputes in front of one or more neutral persons, instead of having a trial in court in front of a judge and/or jury. It can be a quicker and simpler way to resolve disputes. Arbitration proceedings are private and less formal than court trials. Each party to the dispute has an opportunity to present some evidence to the arbitrator. The arbitrator will issue a final and binding decision resolving the dispute(s), which may be enforced as a court judgment. A court rarely overturns an arbitrator's decision. As solely used in this Arbitration Provision, the terms "we," "us" and "our" mean not just Central National Bank & Trust Company but also our parent companies, subsidiaries, affiliates, successors, assigns and any of these entities' employees, officers, directors and agents.
- b. **Opt-Out Process.** If you do not want this Arbitration Provision to apply, you may reject it by mailing us a written opt out notice which contains your Card Account number, your name and address and a signed statement that you opt out of the Arbitration Provision of this Agreement. The opt out notice must be sent to us by mail at the address shown in Contact Information. (You should retain a copy of your opt-out notice and evidence of mailing or delivery.) An opt out notice is only effective if it is signed by you and if we receive it within thirty (30) days after the date you received this Agreement. Indicating your desire to opt-out of this Arbitration Provision in any manner other than as provided above is insufficient notice. Your decision to opt out of this Arbitration Provision will not have any other effect on this Agreement and will not affect any other arbitration agreement between you and us, which will remain in full force and effect. If you don't reject this Arbitration Provision, it will be effective as of the date you received this Agreement.
- c. **What Claims Are Covered:** "Claim" means any claim, demand, dispute or controversy between you and us that in any way arises from or relates to your Card Account (whether past, present or future). For purposes of this Agreement, the term "Claim" shall have the broadest possible meaning. Despite the foregoing, "Claim" does not include any individual action brought by you in small claims court or your state's equivalent court, unless such action is transferred, removed, or appealed to a different court.
- d. **Starting or Electing to Require Arbitration:** Either you or we may start an arbitration of any Claim or require any Claim to be arbitrated. Arbitration is started by initiating an arbitration or required by giving written notice to the other party requiring arbitration. This notice may be given before or after a lawsuit has been started over the Claim and may address any Claims brought in the lawsuit, provided that a party may not pursue a Claim in a lawsuit and then seek to arbitrate that same Claim unless the other party has asserted another Claim in the lawsuit or an arbitration. The notice may be in the form of a motion or petition to compel arbitration. Arbitration of a Claim must comply with this Arbitration Provision and, to the extent not inconsistent or in conflict with this Arbitration Provision, the applicable rules of the arbitration Administrator.
- e. **Choosing the Administrator:** "Administrator" means the American Arbitration Association ("AAA"), 1633 Broadway, 10th Floor, New York, NY 10019, [www.adr.org](http://www.adr.org); JAMS, 1920 Main St. at Gillette Ave., Suite 300, Irvine, CA 92614, [www.jamsadr.com](http://www.jamsadr.com), or any other company selected by mutual agreement of the parties. If AAA and JAMS cannot or will not serve and the parties are unable to select an Administrator by mutual consent, the Administrator will be selected by a court. The party asserting the Claim (the "Claimant") may select the Administrator. Notwithstanding any language in this Arbitration Provision to the contrary, no arbitration may be administered, without the consent of all parties to the arbitration, by any Administrator that has in place a formal or informal policy that purports to override the Class Action Waiver.
- f. **Court and Jury Trials Prohibited; Other Limitations on Legal Rights:** IF YOU OR WE ELECT TO ARBITRATE A CLAIM, YOU AND WE WILL NOT HAVE THE RIGHT TO PURSUE THAT CLAIM IN COURT OR HAVE A JURY DECIDE THE CLAIM. ALSO, YOUR AND OUR ABILITY TO OBTAIN INFORMATION FROM THE OTHER PARTY IS MORE LIMITED IN AN ARBITRATION THAN IN A LAWSUIT. OTHER RIGHTS THAT YOU OR WE WOULD HAVE IN COURT MAY ALSO NOT BE AVAILABLE IN ARBITRATION.
- g. **Prohibition Against Certain Proceedings:** IF YOU OR WE ELECT TO ARBITRATE A CLAIM: (1) NEITHER YOU NOR WE MAY PARTICIPATE IN A CLASS ACTION IN COURT OR IN CLASS-WIDE ARBITRATION, EITHER AS A PLAINTIFF, DEFENDANT OR CLASS MEMBER; (2) NEITHER YOU NOR WE MAY ACT AS A PRIVATE ATTORNEY GENERAL IN COURT OR IN AN ARBITRATION; (3) CLAIMS BROUGHT BY OR AGAINST YOU MAY NOT BE JOINED OR CONSOLIDATED WITH CLAIMS BROUGHT BY OR AGAINST ANY OTHER PERSON; AND (4) THE ARBITRATOR SHALL HAVE NO AUTHORITY TO CONDUCT A CLASS-WIDE ARBITRATION, PRIVATE ATTORNEY GENERAL ARBITRATION, OR MULTIPLE-PARTY ARBITRATION.
- h. **Location and Costs of Arbitration:** Any arbitration hearing that you attend in person must take place at a location reasonably convenient to you, as determined by the arbitrator. Each Administrator charges fees to administer an arbitration proceeding and the arbitrator also charges fees. This includes fees not charged by a court. If either you or we require a Claim to be arbitrated, you may tell us in writing that you cannot afford to pay the fees charged by the Administrator and/or the arbitrator or that you believe those fees are too high. If your request is reasonable and in good faith, we will pay or reimburse you for all or part of the fees charged to you by the Administrator and/or arbitrator. Also, we will pay these fees if applicable law requires us to, if you prevail in the arbitration or if we must bear such fees in order for this Arbitration Provision to be enforced. We will not ask you to pay or reimburse us for any fees we pay the Administrator or arbitrator. We will bear the expense of our attorneys, experts and witnesses. You will bear the expense of your attorneys, experts and witnesses if we prevail in an arbitration. However, if you are the Claimant, we will pay your reasonable attorney, expert and witness fees and costs if you prevail or if we must bear such fees and costs in order for this Arbitration Provision to be enforced. Also, we will bear any fees and costs if applicable law requires us to do so.

- i. **Governing Law:** This Arbitration Provision is governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16 (the "FAA"), and not by any state arbitration law. The arbitrator must apply applicable substantive law consistent with the FAA and applicable statutes of limitations and claims of privilege recognized at law. The arbitrator is authorized to award all remedies permitted by the substantive law that would apply if the action were pending in court (including, without limitation, punitive damages, which shall be governed by the Constitutional standards employed by the courts). At the timely request of either party, the arbitrator must provide a brief written explanation of the basis for the award.
- j. **Rules of Interpretation:** This Arbitration Provision is binding upon and benefits you, your respective heirs, successors and assigns. This Arbitration Provision also is binding upon and benefits us. This Arbitration Provision shall survive the repayment of all amounts owed under this Agreement, any legal proceeding and any bankruptcy, to the extent consistent with applicable bankruptcy law. This Arbitration Provision survives any termination, amendment, expiration or performance of any transaction between you and us and continues in full force and effect unless you and we otherwise agree in writing. In the event of a conflict or inconsistency between this Arbitration Provision, on the one hand, and the applicable arbitration rules or the other terms of this Agreement, on the other hand, this Arbitration Provision shall govern.
- k. **Severability:** If any portion of this Arbitration Provision is deemed invalid or unenforceable, such a finding shall not invalidate any remaining portion of this Arbitration Provision, this Agreement, or any other agreement entered into by you with us. However, notwithstanding any language in this Arbitration Provision or this Agreement to the contrary, the Class Action Waiver is not severable from the remainder of this Arbitration Provision and, in the event that the Class Action Waiver is held to be invalid and unenforceable, and subject to any right of appeal that may exist with respect to such determination, any class action or representative proceeding shall be determined in a court of law and will not be subject to this Arbitration Provision.

This card is issued by Central National Bank & Trust Company, Enid, Oklahoma, pursuant to a license by MasterCard International Incorporated. MasterCard is a registered trademark of MasterCard International Incorporated. CardPlatforms is a registered MSP of Central National Bank.

**37. Fee Schedule.** When using the Card you will be charged the fees listed in the Fee Schedule.

**38. Surcharge Free ATM Network.** Your card may be used at MoneyPass branded ATM's, where you will not be charged a surcharge fee by the ATM owner.

Netchex Fee Schedule  
Effective 3-13-2015

Description..... Card Fee Amount

*Loading Your Card*

Direct Deposit ..... Free

*Spending*

Purchases in a store..... Free  
Purchases in a store-International.....\$0.95  
Purchase Decline .....\$0.95  
Purchase Decline-International .....\$0.95  
Card to Card Transfer ..... Free

*Getting Cash*

ATM Withdrawal at MoneyPass ATMs ..... Free  
ATM Withdrawal.....\$2.25  
ATM Decline.....\$0.95  
ATM Withdrawal-International .....\$2.25  
ATM Decline-International .....\$2.25  
Cash Back at a merchant ..... Free  
Cash at a Bank Teller (1 free per pay period) ..... \$4.95

*Find Your Card Balance and Customer Service*

Website Inquiry ..... Free  
IVR Inquiry ..... Free  
Live Operator Inquiry (1 free per month) .....\$2.75  
ATM Balance Inquiry.....\$1.25  
ATM Balance Inquiry-International .....\$1.95

*Administrative Fees*

Monthly Fee..... Free  
Maintenance Fee (after 90 days of no activity) .....\$4.95  
Replacing Lost or Stolen Card .....\$4.95  
Expedited Delivery of Lost/Stolen Card .....\$19.95  
Emergency Replacement by Employer .....\$9.95  
Paper Statement Fee .....\$4.95

*Table of Limitations*

Direct Deposit, per day .....\$9,999  
Direct Deposit, per month .....\$9,999  
Max Card Balance .....\$20,000  
ATM Withdrawals, per transaction.....\$500  
ATM Withdrawals, per day .....\$1,000  
ATM Withdrawals, per month .....\$9,999  
Purchases, per day.....\$2,500  
Purchases, per month.....\$12,000  
Mail Order/Telephone Order per day .....\$250  
Mail Order/Telephone Order per month.....\$2,500  
Bill Pay per day .....\$2,500  
Bill Pay per month .....\$5,000  
Card to Card Transfer per day .....\$250  
Card to Card Transfer per month.....\$750

*Contact Information*

Customer Service ..... 855-735-4730



Cardholder Website.....[www.netchexpaycard.com](http://www.netchexpaycard.com)

In Writing

Servicer Mailing Address:

CardPlatforms

PO Box 1004

South Jordan, UT 84095-1004

Issuing Bank Mailing Address:

Central National Bank-Prepaid Program

PO Box 3003

Enid OK 73703