

**CARDHOLDER AGREEMENT**

**IMPORTANT- PLEASE READ CAREFULLY. SEE ALSO THE "FEE SCHEDULE" ON THE REVERSE SIDE OF YOUR CARD CARRIER (OR OTHERWISE INCLUDED WITH YOUR ENROLLMENT PACKET) FOR THE FEES ASSOCIATED WITH THE USE OF THE SKYLIGHT PAYOPTIONS PROGRAM.**

**BY ACTIVATING YOUR SKYLIGHT ACCOUNT, USING YOUR SKYLIGHT ONE VISA® PREPAID CARD FOR ANY PURCHASE OR ATM TRANSACTION, OR USING A SKYLIGHT CHECK (EACH AS DEFINED HEREIN), YOU AGREE TO BE BOUND BY THIS CARDHOLDER AGREEMENT AND THE FEE SCHEDULE.**

**FOR QUESTIONS OR ASSISTANCE, PLEASE CONTACT CUSTOMER SERVICE:**

**SKYLIGHT FINANCIAL, INC.  
CUSTOMER SERVICE  
P.O. BOX 14720  
AUSTIN, TX 78761**

1-800-249-2226

Email: [customerservice@skylightpaycard.com](mailto:customerservice@skylightpaycard.com)

Online Account Center: [www.skylightpaycard.com](http://www.skylightpaycard.com)

**ARBITRATION AND WAIVER OF JURY TRIAL. THIS AGREEMENT CONTAINS PROVISIONS FOR BINDING ARBITRATION AND WAIVER OF JURY TRIAL. YOUR ACCEPTANCE OF THIS AGREEMENT INCLUDES YOUR ACCEPTANCE OF AND AGREEMENT TO SUCH PROVISIONS. WHEN ARBITRATION IS INVOKED FOR CLAIMS SUBJECT TO ARBITRATION, YOU AND SKYLIGHT AND SUNTRUST WILL NOT HAVE THE RIGHT TO PURSUE THAT CLAIM IN COURT OR HAVE A JURY DECIDE THE CLAIM AND YOU WILL NOT HAVE THE RIGHT TO BRING OR PARTICIPATE IN ANY CLASS ACTION OR SIMILAR PROCEEDING IN COURT OR IN ARBITRATION.**

Terms and Conditions for the  
Skylight® PayOptions™ Program  
(revised July 2013)

**INTRODUCTION.** This document, together with all other documents Skylight or Bank (each as defined below) may provide to you regarding the Skylight PayOptions Program and all associated products or services (collectively, the “**Program**” or “**Services**”), including without limitation your “**Skylight Account**” and the accompanying Skylight ONE Visa Prepaid Card, a general purpose reloadable stored value card (“**Paycard**”) and “**Skylight Checks**,” constitutes an agreement (“**Agreement**”) which sets forth the terms and conditions of the Program. In order to participate in the Program, you must be an individual who can lawfully enter into and form contracts under applicable law in the state in which you reside, and by enrolling for the Program and using the Skylight Account you represent that you are such an individual.

**DEFINITIONS AND GENERAL INFORMATION.** As used in this Agreement: “**Account Number**” means the 10-digit number used to identify your Skylight Account; “**Paycard Number**” is the 16-digit number embossed on your Paycard; “**Bank**” and “**Issuer**” mean SunTrust Bank, a federally insured depository institution located in Atlanta, Georgia, its successors or assignees, and all associated affiliates; “**Skylight**” means Skylight Financial, Inc., the servicer and manager for the Program, and its successors, assignees or affiliates, including without limitation NetSpend Corporation; “**We**,” “**us**,” and “**our**” means Skylight and/or Bank.

The words “**you**,” “**your**,” and “**Paycardholder**” refer to you, as the person in whose name Skylight has established the Skylight Account, or to whom Bank has issued the Paycard and/or Skylight Checks. “**Employer**” means your current employer or one of its affiliates through whom you initially enrolled in the Program and who deposits wages or other compensation into your Skylight Account.

“**Card Carrier**” means the materials which accompanied the Paycard (i.e., on which the Paycard was attached upon your receipt). “**Fee Schedule**” refers to the schedule of fees shown on the reverse side of the Card Carrier, or otherwise included with the materials that accompanied the Paycard and which apply to your use of the Program. All references to contacting “**Customer Service**” are to the Skylight Customer Service mailing address, email and toll-free telephone number shown at the beginning and/or at the end of this Agreement, and/or on the materials that accompanied the Paycard. “**Online Account Center**” means [www.skylightpaycard.com](http://www.skylightpaycard.com), where you can access information about your Skylight Account and the Program.

By activating your Skylight Account, using your Paycard for any purchase or ATM transaction, or using a Skylight Check:

- You agree to this Agreement and all other documents we provide to you, including but not limited to the Fee Schedule and Privacy Policy, a copy of which was included with your enrollment materials.
- You understand and agree that for payroll Skylight Accounts, use of the Paycard is optional. If you choose at any time not to use the Paycard, you may still use the

Program to access your wages by using Skylight Checks. You will need to keep your Paycard number in order to access information about your Skylight Account and to perform certain transactions (such as authorizing Skylight Checks), as outlined below.

You agree to sign the back of your Paycard immediately upon receipt. The expiration date of your Paycard is identified on the front of the Paycard. The Paycard is a prepaid card. The Paycard is not a gift card, nor is it intended to be used for gifting purposes. The Paycard is not a credit card. The Paycard is not for resale. You are the owner of the funds loaded to your Skylight Account.

Your Skylight Account is a sub-account maintained in an aggregated or pooled custodial account at Bank, established for the benefit of you and other participants in the Program, and into which your salary or other compensation payments are deposited by Employer. Your Skylight Account is insured by the Federal Deposit Insurance Corporation ("FDIC") up to the limits permitted by law. Pursuant to an agreement with Program Manager, and subject to the section labeled "*Funding Errors and Overpayments*," your Employer disclaims any rights to any interest in any of the funds in your Skylight Account, and acknowledges and agrees that the funds in your Skylight Account do not constitute property of Employer, but instead constitute property of the participating employee on whose behalf the funds are held.

Your Skylight Account does not constitute a depository checking or savings account and is not connected in any way to any other account. You will not receive any interest on the funds in your Skylight Account. The Paycard and Skylight Checks are and remain Bank's property and must be surrendered upon the demand of Bank or Skylight. However, you are solely responsible for the possession, use and control of your Paycard and the Skylight Checks that have been provided to you. The Skylight Account is nontransferable and your participation in the Program may be canceled, repossessed, or revoked at any time without prior notice subject to applicable law. You may not use your Skylight Account for fraud, online gambling or any illegal transaction. We may refuse to process any transaction that we believe may violate the terms of this Agreement.

You agree to safeguard your Account Number, Paycard Number, and Personal Identification Number ("PIN") and to keep any record of the PIN separate from the Paycard Number and Account Number. Write down your Paycard Number and the Customer Service phone number on a separate piece of paper in case your Paycard is lost, stolen, or destroyed. Keep the paper in a safe place. Please read this Agreement carefully and keep it, as well as the Card Carrier and Fee Schedule, for future reference.

**OPENING A SKYLIGHT ACCOUNT; IDENTITY VERIFICATION.** The USA PATRIOT Act is a federal law that requires all financial institutions to obtain, verify, and record information that identifies each person who opens a Skylight Account. **What this means for you:** When you open a Skylight Account, we, either directly or through your Employer, will ask for your name, street address, date of birth, and other information that will allow us to reasonably identify you. We may also ask to see your driver's license or other identifying documents at any time.

Certain Program features and Paycard functions described herein may require different or additional identification requirements. Your Skylight Account may not have full functionality (e.g., no international transactions, no reloads other than from your Employer) until we have successfully verified your identity. You affirm that the personal identification information and documentation that you provide to us, directly or indirectly through your Employer, is true and complete, and you authorize Employer to provide us such information. You also authorize us, directly or through third parties, to make inquiries we consider necessary to validate such information, including checking third party databases and requesting reports from credit bureaus and consumer reporting agencies. **If we cannot successfully verify your identity, we will not continue with opening your Skylight Account and will return any funds remaining in the Skylight Account (“Excess Funds”) to either (i) your Employer (provided no other funds have been loaded to the account other than deposits from your Employer); or (ii) you by way of a check refund, for which the fee, if any, disclosed in the Fee Schedule, will be waived.**

**BUSINESS DAYS.** For purposes of this Agreement, “business days” are Monday through Friday, excluding federal holidays, even if we make our Customer Service available on such holidays. Any references to “days” found in this Agreement are references to calendar days, including weekend and federal holidays, unless indicated otherwise.

**NOTICES TO YOU; ADDRESS OR NAME CHANGES.** We will attempt to communicate with you only by use of the most recent contact information you have provided to us. You agree that any notice or communication sent to you at a current physical or mailing address, e-mail address, or text message address noted in our records at the time of the notice or communication shall be effective.

You are responsible for notifying us of any change in your physical address, mailing address, e-mail address, text message address, or your name, no later than two (2) weeks after said change. Any notice of change of address or name required by this Agreement may be provided to us by contacting Customer Service.

**USE OF SKYLIGHT CHECKS.** An initial stock of Skylight Checks is provided when you enroll in the Program. In addition to using your Paycard, you may choose to receive your pay each, or any, pay period by completing a Skylight Check and contacting Customer Service and using the Interactive Voice Response Unit (“**IVRU**”), an automated phone system. The IVRU process requires you to enter your Paycard Number and PIN in order to access your funds with a Skylight Check. You acknowledge that if you choose not to use the Paycard, you will still need to keep your Paycard Number in order to use the Skylight Checks. Skylight Checks may only be made payable to you, and only for the full balance on your Skylight Account. You should verify your Skylight Account balance just before funding a Skylight Check. The amount of the Skylight Check you fund using the IVRU will be electronically debited against your Skylight Account immediately. Please note that once you complete a Skylight Check with a “Cardholder Approval Number,” that Skylight Check is valid for the amount funded and could be cashed or negotiated by anyone who has possession of the Skylight Check. You should carefully safeguard any Skylight Check for which you have received a Cardholder Approval Number. To cancel a Skylight Check

after you have received a Cardholder Approval Number and receive credit to your Skylight Account, please call Customer Service. We will need to verify that the Skylight Check has not cleared the banking system before placing the stop payment, a process which may take up to five (5) business days. Fees may apply – please see the Fee Schedule. If an authorized Skylight Check is not cashed or deposited within ninety (90) days, the Skylight Check may be canceled and, in which case, the funds credited back to your Skylight Account. To order additional Skylight Checks, please contact Customer Service. Please refer to the instructions accompanying the Skylight Checks for further information.

**FEES.** You agree to pay all applicable fees and charges disclosed in the Fee Schedule or otherwise disclosed in this Agreement, and you authorize us to deduct such fees directly from your Skylight Account as accrued. We reserve the right to, from time to time, revise the Fee Schedule and will notify you in accordance with applicable law. You acknowledge that by maintaining a Skylight Account and/or continuing to use the Paycard, Skylight Checks and/or the Program, you agree to any such revisions to the fees. Please contact Customer Service for information about current fees. You also may be charged fees by third parties, such as Merchants or other banks and financial institutions, when you use the Paycard for a transaction with them. We do not control or set fees charged by such other parties, and such fees are in addition to any fees that we may charge in connection with a transaction.

**AUTHORIZED USERS.** Except as otherwise provided in this Agreement, and subject to applicable law, you are responsible for all transactions initiated and fees incurred by use of your Skylight Account. If you permit another person to have access to your Paycard, Paycard Number or PIN, we will treat this as if you have authorized such use and you will be liable for all transactions and fees incurred by those persons. You are wholly responsible for the use of the Skylight Account according to the terms and conditions of this Agreement.

**PERSONALIZED CARDS; ACTIVATION.** The Paycard included with your initial enrollment materials may not be personalized (i.e., it may not have your name on the Paycard). In that case, Skylight will send you a personalized replacement card, with your name, as soon as your Employer enrolls you in the Program and after we have verified your identity. You must activate and register a Paycard before it can be used. You may activate your Paycard by calling the number shown on the sticker affixed to the Paycard, or by visiting the Online Account Center. You may need to provide additional personal information at that time in order for us to verify your identity.

**PERSONAL IDENTIFICATION NUMBER.** You will not receive a PIN with your Skylight Account. However, you must create a PIN at the time that you activate your Paycard. You should not write or keep your PIN with your Paycard. You agree not to share your PIN with any unauthorized users. When entering your PIN, be sure it cannot be observed by others and do not enter your PIN into any terminal that appears to be modified or suspicious. If you believe that anyone has gained unauthorized access to your PIN, you should advise us immediately by following the procedures described in the section labeled “*Your Liability for Unauthorized Transfers.*”

**CASH ACCESS.** With your PIN, you may use your Paycard to obtain cash from any Automated Teller Machine (“**ATM**”), or to make purchases with cash back (as permissible by a Merchant) at any Point-of-Sale (“**POS**”) device, displaying the Visa brand mark. ATM transactions are treated as cash withdrawal transactions. You may also use your Paycard to obtain cash at any Visa-member bank with an “**Over-the-Counter/OTC Cash Withdrawal**” transaction. Any cash withdrawn from an ATM, POS device or through an OTC Cash Withdrawal will be subject to the limitations set forth in the section below labeled “*Using Your Paycard; Limitations.*” ATM withdrawals may also be subject to varying daily limits at the ATM owner’s discretion. A fee may be associated with the use of your Paycard to obtain cash. For information about the fee, see the Fee Schedule. If you use an ATM that is not owned by Bank, you may be charged a separate fee or “surcharge” by the owner or operator of the ATM (or any network used), and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer.

**LOADING YOUR SKYLIGHT ACCOUNT.** In some cases we may have arrangements that allow you to load funds to your Skylight Account (“**value loading**”) in addition to the wages or other compensation that your Employer deposits to your Skylight Account. To the extent these additional methods are made available to you, the terms described herein will apply. You may be required to provide Bank or Program Manager with certain additional identifying information about you in order to use value loading. Depending on your Program and Bank, you may value load additional funds to your Skylight Account (in each case originated from the U.S.):

- by arranging to have all or a portion of any other paycheck, government benefits payment, tax refund check, or other electronic funds transfer direct deposited to your Skylight Account using the Automated Clearing House (“**ACH**”) system (“**Direct Deposit**” or “**ACH Deposit**”). In order to receive Direct Deposit value loads you must provide each of your payment providers with the Bank’s routing number and your assigned Account Number (see your Card Carrier or Online Account Center for details); and/or
- by visiting a MoneyGram location to load cash (a “**MoneyGram Load**”).

There may be fees associated with these methods of value loading – please see the Fee Schedule. Personal checks, cashiers’ checks, and money orders are not acceptable forms of value loading. All checks and money orders sent to the Issuer for Skylight Account value loading will be returned unless your Skylight Account has a negative balance at the time such check or money order is received, in which case the Issuer may in its discretion choose to apply the check or money order proceeds to the negative balance owed.

**AVAILABILITY OF FUNDS.** Our policy is to make funds loaded to your Skylight Account available to you no later than the next business day following the day of the load. Funds loaded by ACH or other applicable electronic funds transfer methods will be available on the transaction or settlement date. Availability or use of funds loaded to the Skylight Account may be delayed or denied in the event of technology malfunctions, or pursuant to our compliance with or

discharge of legal or regulatory responsibilities, or as otherwise provided in this Agreement.

**ROLE OF YOUR EMPLOYER.** Employer is responsible for providing to us both the funds to credit to your Skylight Account and instructions for loading those funds. These funds will be transferred by Employer to us and credited to your Skylight Account by us according to the schedule agreed to by Employer and us. We have no obligation to you in the event Employer delays in providing or fails to provide either funds or instructions for crediting the funds to your Skylight Account. If you have a dispute with Employer about the amount of your wages, salary, reimbursements, or other compensation or payments, or the amount that Employer credits to your Skylight Account, you agree not to involve Bank or us in that dispute and to resolve that dispute solely with Employer.

**FUNDING ERRORS AND OVERPAYMENTS.** We, and Employer, where applicable, reserve the right to deduct funds from your Skylight Account in order to correct a previous error or overpayment to you, and you authorize us (i) to share information as necessary with any funding entity (including Employer) in connection with resolving any such errors or overpayments; and (ii) to the extent applicable, to accept instructions from Employer to add or deduct funds from your Skylight Account and, in the case of deductions, to return those funds to Employer.

#### **USING YOUR PAYCARD; LIMITATIONS**

**Skylight Account Access:** Subject to the limitations set forth in this Agreement and the Program made available by the Bank, you may use your Paycard to (1) withdraw cash from your Skylight Account (see section labeled “Cash Access”); (2) load funds to your Skylight Account (see section labeled “Loading Your Skylight Account”); (3) purchase or lease goods or services wherever Visa debit cards are accepted, and (4) pay bills from your Skylight Account. Some of these services may not be available on all Programs or at all terminals; *visit the Online Account Center to see which services are included in your Program.* You may also use Skylight Checks to access your wages – see the section labeled “Use of Skylight Checks.” There may be fees associated with some of these transactions; please refer to the Fee Schedule.

For security and regulatory reasons, we may limit the amount, type or number of transactions you can make with your Skylight Account.

**Limitations on frequency of transactions:** You may make no more than six (6) ATM cash withdrawals during any 24-hour period (referred to as a “Day”).

**Limitations on dollar amounts of transactions:** (1) When using an activated Paycard, you may make a total of \$940.00 in ATM withdrawals during a Day but an individual ATM withdrawal may not exceed \$325.00, subject to any lower limits imposed by the ATM owner operator. (2) The total amount of Over-the-Counter Cash Withdrawals may not exceed \$1,000.00 per Day. (3) The total amount of Signature-based and PIN-based purchases made with your Paycard may not exceed \$1,000.00 per Day. (4) The total amount of cash back received with any POS

transaction may not exceed \$300.00 per Day. (5) Any transfers made through the use of third-party service providers (including, but not limited to bill payment service providers) will be subject to the frequency and dollar value limits established by the provider. (6) The maximum value of your Skylight Account is restricted to \$15,000.00 at any point in time. However, we will review any ACH Deposit that would result in the value of your Skylight Account exceeding \$15,000.00. If we determine the ACH Deposit is valid, we may permit the maximum value of your Skylight Account to exceed \$15,000.00. We will determine any maximum values by aggregating the activity and value of all card accounts you may have with us.

Other limitations on the frequency and/or size of transactions may be set forth on a Transaction Limit Schedule, which is incorporated herein by reference; see the materials that accompanied your Paycard for more information. In the event of a conflict or discrepancy between the limitations set forth above and those set forth in the Transaction Limit Schedule, the limitations in the Transaction Limit Schedule will control.

Each time you use your Paycard or Skylight Check, you authorize us to reduce the value available in your Skylight Account by the amount of the transaction and any applicable fees. You may not exceed the available amount in your Skylight Account through an individual transaction or a series of transactions – unless we decide, in our sole discretion, to approve such transaction(s) because you have qualified for Purchase Cushion coverage (defined in more detail below). If you do not qualify for the Purchase Cushion service, and any transaction(s) exceeds the balance of the funds available in your Skylight Account, you shall remain fully liable to us for the amount of the transaction(s) and any applicable transaction fee(s). You agree to pay us promptly for the negative balance by any of the load methods described in this Agreement. If you have not added sufficient funds to your Skylight Account to cover the negative balance within sixty (60) days of its creation, **we will have the right to cancel your Skylight Account and pursue collection, including the right to collect funds, equal to or less than the negative balance, from any other Skylight Account(s) you may have with us.**

If you do not have enough funds available in your Skylight Account to pay for a transaction with a Merchant, you can instruct the Merchant to charge a part of the purchase to the Paycard and pay the remaining amount with another form of payment unrelated to your Skylight Account (for example, cash or another card). These are called “split transactions.” Some Merchants do not allow cardholders to conduct split transactions. If you wish to conduct a split transaction and it is permitted by the Merchant, you must tell the Merchant to charge only the exact amount of funds available in your Skylight Account to the Paycard. You must then arrange to pay the difference using another payment method. Some Merchants may require payment for the remaining balance in cash. If you fail to inform the Merchant that you would like to complete a split transaction prior to swiping your Paycard, your Paycard is likely to be declined, and fees may apply.

If you use your Paycard at an automated fuel dispenser (“pay at the pump”), the Merchant may preauthorize the transaction amount up to \$100.00 or more. If your Paycard is declined, even though you have sufficient funds available, you should pay for your purchase inside with the



cashier. If you use your Paycard at a restaurant, a hotel, for a car rental purchase, or for similar purchases, the Merchant may preauthorize the transaction amount for the purchase amount plus up to 20% more to ensure there are sufficient funds available to cover tips or incidental expenses incurred. Any preauthorized amount will result in the placement of a “hold” on your available funds until the Merchant sends us the final payment amount of your purchase. Once the final payment amount is received, the preauthorized amount on hold will be removed. If we do not receive the final payment amount, the preauthorized amount on hold will remain in place for thirty (30) days. During a hold period, you will not have access to the preauthorized amount. We will have no liability to you in the event we decline any Skylight Account transaction because a hold is in place. Notwithstanding the foregoing, we reserve the right to release, in our discretion, any hold in order to make funds available for other Skylight Account transactions, and if we do so we will have no liability to you if we subsequently reject the transaction corresponding to the hold due to insufficient Skylight Account funds. We will have no liability to you in the event any Merchant delays or fails to complete the final processing of any transaction that corresponds to a hold, and/or in the event any Merchant requests a hold in error.

If you use your Paycard Number without presenting your Paycard (such as for a mail order, telephone, or Internet purchase), the legal effect will be the same as if you used the Paycard itself.

You may not use your Paycard Number or the Issuer’s routing number and your assigned Account Number in connection with the creation and/or negotiation of any financial instruments such as checks, which we have not authorized, other than Skylight Checks which may be used to access your wages.

If you authorize a transaction and then fail to make a purchase of that item as planned, the approval may result in a hold (see the section labeled “*Transactions with Merchants; Returns and Refunds,*” in addition to previous information addressed in this section).

**THIRD PARTY SERVICES; LINKS.** We may offer you the ability to consider and/or participate in third party products and services which may or may not be designed to work specifically with your Skylight Account (e.g., the ability to transfer money from another bank’s branded card to your Skylight Account, merchant reward programs, prescription card programs, etc.). Such third party services may be accessible via links found on the Online Account Center, and are provided as a convenience to you and governed by terms and conditions (including costs) established by the third-party service provider. Neither Skylight nor Bank are responsible for such third party services, or the content in any other website to which we may or may not provide a link. Your use of any third party service, including any third party website, is at your own risk.

## **PURCHASE CUSHION AND OPTIONAL OVERDRAFT PROTECTION**

The features of the Purchase Cushion and the optional Overdraft Protection Service are described below.

**IMPORTANT - The Purchase Cushion and the Overdraft Protection Service are SEPARATE features. A Cardholder may NOT receive the benefits of the Purchase Cushion and the Overdraft Protection Service at the same time. The Overdraft Protection Service is not available on all Programs.**

*(A) How the Purchase Cushion Works.* As described above in the section labeled “Using Your Paycard; Limitations,” you generally do not have the right to make transactions or incur fees in amounts exceeding the available balance of your Skylight Account. We reserve the right to deny any transaction if available funds in your Skylight Account are insufficient to cover any transaction, fees, or other charges.

However, as a non-contractual courtesy, and in our sole discretion, we may from time-to-time approve purchase transactions that you request that create up to a \$5.00 negative balance in your Skylight Account. We refer to this feature as the Purchase Cushion. You will not be assessed any fees for Purchase Cushion coverage (if Purchase Cushion is not available, other fees may apply – see the Fee Schedule).

We may authorize negative balances resulting from PIN-based and signature-based transactions initiated using your Paycard. ATM transactions are not eligible for Purchase Cushion coverage, nor are bill pay transactions or any other ACH debit transactions initiated using the Issuer’s routing number and your assigned Skylight Account number. You may receive only one (1) \$5.00 negative balance allowance at a time. Negative balances are approved at our discretion on a per transaction basis. It is important to keep track of the value in your Skylight Account because it will be your responsibility to determine if you have incurred a negative balance.

If you make a transaction that creates a negative balance in your Skylight Account, you agree that within thirty (30) days of its creation you will add sufficient funds to your Skylight Account to cover the negative balance so that your Skylight Account has a zero or positive balance, or that you will otherwise immediately pay such an amount to us in full upon demand. If after thirty (30) days you have not added sufficient funds to cover your negative balance, your Skylight Account will remain open to receive credits and loads, which will automatically be applied to your negative balance before they are available to you; however, you will not be able to make any transactions using your Paycard until your Skylight Account has a positive balance, i.e., sufficient funds to cover the negative balance. If you have not added sufficient funds to your Skylight Account to cover the negative balance within sixty (60) days of its creation, **we will have the right to cancel your Skylight Account and pursue collection, including the right to collect funds, equal to or less than the negative balance, from any other Skylight Account(s) you may have with us.** In all instances described above, loads to your Card Account may be made via Direct Deposit or any of the other load methods described in this Agreement.

Should you voluntarily discontinue use of your Paycard, you shall remain responsible for the

negative balance in your Skylight Account and agree that any credits or loads made to your Paycard will be used to offset the value of the negative balance, if any.

You acknowledge that a negative balance in your Skylight Account does not constitute a contractual open ended line of credit. If we permit a negative balance on one or more occasions, we do not thereby obligate ourselves to permit a negative balance on any future occasion, and we may refuse to pay a negative balance for you at any time, even though we may have previously paid negative balances up to the \$5.00 limit for you. We have no obligation to notify you before we approve or decline a transaction that would result in a negative balance in your Skylight Account, and fees may apply – see the Fee Schedule. Items will be approved or declined in the order they are received.

*(B) How the Optional Overdraft Protection Service (the “Service”) Works:*

You generally do not have the right to make transactions or incur fees in amounts exceeding the balance of your Skylight Account; however, as a non-contractual courtesy, the Service may be available on your Skylight Account, but only if you elect to participate (*i.e.*, opt-in) and you have met each of the activation and eligibility requirements described below. **The Service is not available on all Programs; visit the Online Account Center to see if the Service is included in your Program.**

If you choose to participate in the Service, it is that program only that will provide coverage, at our discretion, for any negative balances. If you opt-out of the Service or your participation in the Service ends or is suspended for any reason, and you have continuously used and maintained your Skylight Account in accordance with the terms of this Agreement, the Purchase Cushion feature may be made available to you at our discretion.

*a. Activation and Eligibility*

To activate the Service on your Skylight Account you must take each of the following steps: (1) review and accept the terms pertaining to the Service, including the Overdraft Fee; (2) enroll in the Service (*i.e.*, opt-in); and (3) receive a Direct Deposit of at least \$100 to your Card Account, and thereafter, receive a Direct Deposit of at least \$100.00 once every thirty (30) days. In addition, we may require you to consent to the delivery of electronic communications and provide a valid email address. The Service will be activated on your Card Account thirty-six (36) days after you receive your first Direct Deposit and you satisfy each of the steps described in this paragraph. Direct Deposits received prior to enrollment in the Service will be considered for the purpose of determining your eligibility for activation of the coverage. If you fail to receive a Direct Deposit every thirty (30) days, or your Skylight Account has a negative balance for more than thirty (30) days, the Service will be immediately deactivated. Your Skylight Account will remain open to receive credits and loads that will automatically be applied to your negative balance before they are available to you. If the Service is deactivated, you must retake each of the steps described in this paragraph in order to reactivate coverage. Please review your transactions online, and your periodic statement, if applicable, for transactions related to the Service.

If your Skylight Account has a negative balance for more than thirty (30) days on three (3) separate occasions or on any one (1) occasion for more than sixty (60) days, the Service will be permanently deactivated. If your Skylight Account has a negative balance for more than thirty (30) days, we may also elect to close your Skylight Account at any time thereafter and retain the right to pursue collection of any amounts owed at our sole and absolute discretion.

*b. Terms of Use*

Your participation in the Service is subject to the terms of this Agreement and you may incur fees. The fees for the Service are described here, and in your Fee Schedule. The Overdraft Protection Service Fee (if applicable) is applied to certain transactions described below that result in a negative balance (“**Overdraft(s)**”) and is in addition to any other fees ordinarily applicable to a transaction. **The Overdraft Protection Service Fee is \$25.00 for each transaction that overdraws your Card Account by more than \$5.00, up to a maximum of five (5) Overdraft Protection Service Fees per calendar month.** Multiple Overdraft Protection Service Fees may be charged if multiple overdraft transactions are approved on the same day. All transactions are processed in the order in which settlements are received, with the exception of multiple ACH debits received on the same day, which will be processed in order from smallest to largest.

If you are enrolled in the Service and meet our eligibility requirements, we may authorize and pay Overdrafts resulting from PIN- and signature-based purchase transactions initiated using your Paycard, ATM withdrawals and ACH debit transactions that you initiate or authorize someone else to initiate. It is important to keep track of the value in your Skylight Account because it will be your responsibility to determine if you have overdrawn your Skylight Account, the day and time the Overdraft occurred, and the amount of any Overdraft that is approved.

If you provide us with a valid email address, we will send you an email (and an SMS text message if you are enrolled in Anytime Alerts™) notifying when an Overdraft occurs and an Overdraft Protection Service Fee is assessed (if applicable – see above for details about the fee). We cannot accept responsibility for any email messages not received by you, or for any delay in the receipt or delivery of any email notifications. If you make your email address available to any other individual, you agree that you are responsible for any release of any Card Account information to such individual. It is your sole responsibility to ensure that the email address you provide to us is current and accurate. We are not responsible for loss of messages and other consequences if you do not provide an accurate and current email address.

You agree that within thirty (30) days of any Overdraft occurrence on your Skylight Account you will add funds sufficient to bring your Skylight Account to a zero or positive balance, or that you will immediately pay such amount(s) to us in full upon demand. The Service is offered in our sole and absolute discretion as a non-contractual courtesy to you, and as such, we may elect to deactivate the Service for your Skylight Account at any time, refuse to authorize any transaction that exceeds your Skylight Account balance, modify eligibility or activation requirements, modify or change the Service Fee, limits, or any other aspect of the Service, and/or terminate the Service in its entirety at any time.

Once you have opted-in to the Service, you may opt-out at any time online or by calling Customer Service. Should you choose to opt-out of the Service you remain responsible for any negative balance(s) in your Skylight Account and agree that any credits or loads made to your Skylight Account will be used to offset the value of the negative balance(s), if any.

You acknowledge that your participation in the Service and the settlement by us of any transactions exceeding your available Skylight Account balance does not constitute a contractual open-ended line of credit. Our authorization or settlement of any transaction on one or more occasions does not obligate us to authorize or settle future transactions. We may refuse the authorization or settlement of any transaction for you at any time. We have no obligation to notify you before we approve or decline a transaction that would result in an Overdraft in your Skylight Account.

**PREAUTHORIZED DEBITS AND CREDITS.** Your assigned Account Number and the Issuer's bank routing number can be used for arranging both direct deposits and recurring payments to merchants, internet service or other utility providers ("**Merchants**"). If you have arranged to have Direct Deposits made to your Skylight Account at least once every sixty (60) days from the same person or company, you may contact Customer Service to find out whether or not the deposit has been made. There may be a fee associated with calling Customer Service. For information about the fee, see the Fee Schedule.

**Right to Stop Payment and Procedure for Doing So.** To stop a recurring payment to a Merchant you have preauthorized to debit your Skylight Account, you must first contact the Merchant to request that the recurring payment be cancelled. If the Merchant or bill payment service provider with whom you have arranged recurring payments from your Skylight Paycard or Account is unable or unwilling to stop your payment, you may contact Customer Service to request a stop on such payment. We must receive your request to stop payment at least three (3) business days before the payment is scheduled to be made. An oral stop payment request will cancel a single, *i.e.*, one (1) instance, of a recurring payment. If you want to permanently stop all recurring payments to a specific Merchant then you must put your request in writing and we must receive it within fourteen (14) days after you call to tell us you want to stop such payments. Written requests should be mailed to Customer Service. There is a fee associated with each stop payment order you give. For information about the fee, see the Fee Schedule.

**Liability for Failure to Stop Payment of Preauthorized Transfer.** If you order us to stop a preauthorized payment three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

**FRAUDULENT OR CRIMINAL SKYLIGHT ACCOUNT ACTIVITY.** We reserve the right to block or cancel your Skylight Account if, as a result of our policies and processes we detect what we reasonably believe to be fraudulent, suspicious or criminal activity or any activity that is inconsistent with this Agreement. In that event, we will incur no liability to you because of the unavailability of the funds that may be associated with your Skylight Account.

**TRANSACTIONS WITH MERCHANTS; RETURNS AND REFUNDS.** You may not stop payment on any purchase made with your Skylight Paycard, except as otherwise provided in this Agreement. We are not responsible for the quality of goods, property, or services you purchase with your Skylight Paycard. Any claims concerning goods, property, or services purchased with the Skylight Paycard must be resolved by you directly with the Merchant, and any claim or defense that you assert against such Merchant will not relieve you of your responsibility to us for the total amount of the Skylight Paycard transaction. If you are entitled to a refund for goods or services obtained with your Skylight Paycard, you agree to accept credits to your Skylight Account for such refunds. No cash refunds will be made by us to you on purchases made with your Skylight Paycard. There may be a delay of up to five (5) days or more from the date the refund transaction occurs until the date the refund amount is credited to your Skylight Account. If you have authorized a Merchant to bill charges to your Skylight Paycard on a recurring basis, it is your responsibility to notify the Merchant in the event your Skylight Paycard is replaced, your Skylight Paycard number or expiration date changes, or your Skylight Paycard is cancelled or terminated. In general, we will not be responsible for any transactions generated in error by Merchants, processing agencies, or any other third parties not under our control, except as may be required under applicable law.

**PAYCARD REPLACEMENT.** If you need to replace your Paycard for any reason, please contact Customer Service to request a replacement Paycard. You will be required to provide personal information which may include your Paycard Number, full name, transaction history, and similar information to help us verify your identity. There may be a fee for replacing your Paycard; please refer to the Fee Schedule.

**TRANSACTIONS MADE IN FOREIGN CURRENCIES AND/OR WITH MERCHANTS LOCATED IN FOREIGN COUNTRIES**

- A. If you obtain funds or make a purchase in a currency other than U.S. Dollars, the amount deducted from your funds will be converted by Visa U.S.A. Inc. ("**Visa**") into its U.S. Dollar equivalent. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which may vary from the rate Visa itself receives or the government-mandated rate in effect for the applicable central processing date. This percentage amount is independent of any amount taken by the Issuer in accordance with this Agreement, and,
- B. If you obtain funds or make a purchase in a currency other than U.S. Dollars, or conduct a transaction with a Merchant located outside the U.S., Puerto Rico, the U.S. Virgin Islands, Guam, or the Marianas Islands, the Issuer will deduct a 3.5% transaction fee ("**Foreign Transaction Fee**") based on the amount of the transaction, in U.S. Dollars. The Issuer will retain this fee as compensation for its services; please refer to the Fee Schedule.

**RECEIPTS.** When you conduct a Paycard transaction at an ATM or POS device, you generally will be provided with a receipt for the transaction; however, you may not receive a receipt if

the amount of the transaction is \$15 or less. You agree to retain, verify, and reconcile your transactions and receipts.

**SKYLIGHT ACCOUNT BALANCE/PERIODIC STATEMENTS.** You are responsible for keeping track of the available balance of your Skylight Account. Merchants generally will not be able to determine your available balance. **It's important to know your available balance before making any transaction.** You may determine your available balance by calling Customer Service and using the IVRU (fees may apply for operator-assisted balance inquiries – see the Fee Schedule) or by enrolling in the Anytime Alerts SMS service (standard messaging and data charges may apply; check your mobile phone or wireless plan for details). Your available balance, along with a sixty (60) day history of account transactions, is also available via the Online Account Center. You have the right to obtain a sixty (60) day written history of account transactions by calling or writing Customer Service. **There may be a fee for obtaining a written history.** You will not automatically receive a monthly statement but instead may obtain account information as described above. If you wish to also receive a monthly paper statement, you must contact Customer Service. For information about each of the fees described in this section, see the Fee Schedule.

**CONFIDENTIALITY.** We do not share nonpublic personal information about your Skylight Account or you except as permitted by law. For more information, please see the Privacy Policy.

**OUR LIABILITY FOR FAILURE TO COMPLETE TRANSACTIONS.** If we do not properly complete a transaction to or from your Skylight Account on time or in the correct amount according to our Agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- (1) If through no fault of ours, you do not have enough funds available in your Skylight Account to complete the transaction;
- (2) If a Merchant, financial institution, or other party refuses to accept your Paycard;
- (3) If an ATM where you are making a cash withdrawal does not have enough cash;
- (4) If an electronic terminal where you are making a transaction does not operate properly, and you knew about the problem when you initiated the transaction;
- (5) If access to your Skylight Account has been blocked after you reported your Paycard or PIN lost or stolen, or if we suspect that your Paycard is being used fraudulently or in breach of the terms of this Agreement, or if your Paycard has been damaged;
- (6) If there is a hold or your funds are subject to legal process or other encumbrance restricting their use;
- (7) If circumstances beyond our control (such as fire, flood, or computer or communication failure) prevent the completion of the transaction, despite reasonable precautions that we have taken;
- (8) If you have exceeded the limitations on frequency of transfers or dollar amount of transfers;

- (9) If we do not receive the necessary transfer data from a third party, or if such data is incomplete or erroneous when received by us;
- (10) If making the transfer would cause us to violate any law, rule or regulation to which we are subject;
- (11) If your Card funds are presumed abandoned under applicable law, or if we consider your Card to be dormant or inactive under our policies and procedures;
- (12) If any failure on our part was not intentional and resulted from a bona fide error, notwithstanding procedures to avoid such error, except for actual damages (which do not include indirect, incidental, special or consequential damages); or
- (13) Any other exception stated in our Agreement with you or otherwise provided by applicable law.

**LIMITATION OF LIABILITY.** EXCEPT AS OTHERWISE SPECIFICALLY REQUIRED BY APPLICABLE LAW, YOU AGREE THAT NEITHER BANK, PROGRAM MANAGER, OR ANY OF THEIR RESPECTIVE AFFILIATES, AGENTS OR SERVICE PROVIDERS, SHALL BE LIABLE TO YOU OR ANY OTHER PARTY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL (INCLUDING LOST PROFITS), INCIDENTAL DAMAGES, EXTRAORDINARY, OR PUNITIVE DAMAGES, EVEN IF WE HAVE BEEN SPECIFICALLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT TO THE EXTENT OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, YOU AGREE THAT YOUR USE OF THE SKYLIGHT ACCOUNT AND PAYCARD AND RELATED SERVICES AND DATA IS AT YOUR SOLE RISK. THE SKYLIGHT ACCOUNT, PAYCARD AND ALL RELATED SERVICES ARE PROVIDED "AS IS" WITH NO WARRANTIES WHATSOEVER INCLUDING, WITHOUT LIMITATION, WARRANTIES OF AVAILABILITY, RELIABILITY, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**INFORMATION ABOUT YOUR RIGHT TO DISPUTE TRANSACTIONS.** In case of errors or questions about your Skylight Account, contact Customer Service as soon as you can, if you think an error has occurred in your Skylight Account. We must allow you to report an error until sixty (60) days after the earlier of the date you electronically access your Skylight Account, if the error could be viewed in your electronic history, or the date we sent the FIRST written history on which the error appeared. You may request a written history of your transactions at any time by contacting Customer Service.

You will need to tell us:

1. Your name and Skylight Account Number or Paycard Number.
2. Why you believe there is an error, and the dollar amount involved.
3. Approximately when the error took place.

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days.

We will determine whether an error occurred within ten (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



forty-five (45) days to investigate your complaint or question. If we decide to do this, we will credit your Skylight Account within ten (10) business days for the amount you think is in error, so that you will have the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your Skylight Account.

For errors involving new Skylight Accounts, POS transactions, or foreign-initiated transactions, we may take up to ninety (90) days to investigate your complaint or question. For new Skylight Accounts, we may take up to twenty (20) business days to credit your Skylight Account for the amount you think is in error.

We will tell you the results within three (3) business days after completing the 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, contact Customer Service.

**YOUR LIABILITY FOR UNAUTHORIZED TRANSFERS.** Contact Customer Service **AT ONCE** if you believe your Paycard or PIN has been lost or stolen, or if you believe that an electronic funds transfer has been made without your permission. Telephoning Customer Service is the best way to minimize your possible losses. You could lose all the money in your Skylight Account.

If you notify us within two (2) business days after you learn of the loss or theft of your Paycard or PIN, you can lose no more than \$50.00 if someone used your Paycard or PIN without your permission. If you do NOT notify us within two (2) business days after you learn of the loss or theft of your Paycard or PIN and we can prove that we could have stopped someone from using your Paycard or PIN without your permission if you had promptly notified us, you could lose as much as \$500.00. If you notify us that your Paycard or PIN has been lost or stolen, we may deactivate your Paycard and issue you a new Paycard.

Also, if you become aware of and/or your electronic history shows transactions that you did not make, including those made by your Paycard or other means, notify us at once following the procedures stated in the section labeled "*Information About Your Right to Dispute Transactions*" appearing above. If you do not tell us within sixty (60) days of the earlier of the date you electronically access your account, if the unauthorized transaction could be viewed in your electronic history, or the date we sent the FIRST written history on which the unauthorized transfer appeared, you may not get back any money you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had notified us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods for a reasonable period.

**Visa's Zero Liability Program.** If your Paycard is a Visa-branded card, we will extend to you the benefits provided by the applicable Visa Zero Liability Policy in effect at the time of any unauthorized or fraudulent use of your Paycard. The Zero Liability Policy covers unauthorized and fraudulent card transactions that are processed over the Visa network. The Zero Liability

Policy does not apply to PIN transactions that are not processed over the Visa network or to ATM transactions. We may not extend the benefits of the Zero Liability Policy to you if we reasonably determine that the unauthorized or fraudulent transaction was caused by gross negligence or fraudulent conduct on your part. Gross negligence may include, but is not limited to, an unreasonable delay on your part, in our judgment, in the reporting of the transaction, or your failure to fulfill your obligations under this Agreement. In the event the Zero Liability Policy is not applicable, other provisions of this Agreement related to your liability for unauthorized transactions will apply.

**PORTABLE PROGRAM – CONVERSION AND ADDITIONAL PROVISIONS.** In the event your employment is terminated, as evidenced by either (i) notice from your Employer to us; or (ii) no deposit is made by your Employer to your Skylight Account for over sixty (60) days, we may convert your Skylight Account to a general purpose stored value card account (“Portable Account”) in your name. Your Portable Account will be insured by the FDIC up to the limits permitted by law. You will not receive any interest on your Portable Account balance. If your money is transferred to a general purpose stored value account due to lack of deposit activity, but your employment has not been terminated, please call Customer Service and you will be given an opportunity to reverse the transfer and be credited for any additional fees incurred as a result of the conversion.

**Important Disclosures.** In connection with such Portable Account conversion, you may not receive a new Paycard. You may continue to use your Paycard as a general purpose stored value card, but your Portable Account will not be tied to your current Employer’s payroll distribution program (i.e., the Employer through whom you initially enrolled in the Program) and new fees (see paragraph below) and transaction limits may apply. (You may however, have your wages from any new employer automatically deposited to your Portable Account, provided your new employer supports such direct deposits and subject to the applicable load limits.) The Paycard associated with a Portable Account is NOT a credit card. You will no longer be able to use the Skylight Checks to access the funds on your Portable Account. You may obtain information about your Portable Account at any time in the same manner as described herein for your Skylight Account.

**Fees for the Portable Account.** Upon conversion to the Portable Account as provided above, certain fees disclosed in the Fee Schedule will apply, including a Monthly Fee, except that we will waive the Monthly Fee for a period of sixty (60) days from the earlier of (1) the date we receive notice from your Employer that you have been terminated; or (2) the last date on which your Employer deposited funds into your Account. Please contact Customer Service for information about current fees or refer to your Fee Schedule.

Except as otherwise provided in this section, all terms and conditions in this Agreement shall continue to apply to the Portable Account, which shall be included within the definition of Account and as part of the Program. If you have no activity on your Portable Account and an account balance of zero for a period of thirty (30) days or more, we may suspend or terminate your Portable Account and this Agreement. You may call Customer Service if you wish to

reactivate your Portable Account following a suspension. The balance remaining in your Portable Account may become unclaimed funds escheatable to the state, if, as shown by our records, you have not, within the statutory period, requested refund of your amounts on deposit, corresponded with us concerning your Portable Account, or transacted any business with your Portable Account. If that occurs, the funds will escheat to the state in which your last known address was located, according to our records.

**AMENDMENT.** We have the right to change the terms of this Agreement (including the separate sections hereof) and/or the fees, charges, features, operational elements, and other terms and conditions applicable to the use of the Skylight Account or transactions made with the Paycard, at any time without prior notice except as required by applicable law. Any such changes will be effective on the date we provide notice thereof, or on the date we otherwise specify in the notice. You agree that a summary of any change in terms is sufficient notice. If you do not agree to any change or amendment relating to terms and conditions of this Agreement, you must discontinue your use of the Skylight Account and return the Paycard to us for cancellation. By using your Skylight Account or Paycard after any such change or amendment, you agree to that change or amendment. This Agreement may not be altered, modified or amended by you in any way without our express written agreement signed by our authorized officer. Any attempt by you to alter, modify or amend this Agreement without our express written agreement signed by our authorized officer shall be void and shall have no legal effect. You acknowledge and agree that no practice or course of dealing between you and us, nor any oral representations or communications by you and/or any of our agents, employees or representatives, which vary from the terms and conditions of this Agreement shall constitute a modification or amendment of the terms and conditions of this Agreement.

**CANCELLATION.** Skylight or Bank may cancel or suspend your Skylight Account or this Agreement at any time without prior notice to you except as required by applicable law. You may cancel this Agreement by returning the Paycard and Skylight Checks (if applicable) to us. Your termination of this Agreement will not affect any of our rights or your obligations arising under this Agreement prior to termination. In the event your Skylight Account is cancelled, closed, or terminated for any reason, so long as you used your Skylight Account in accordance with the terms of this Agreement, you may request the unused balance to be returned to you via a check to the mailing address we have in our records. Unless you are eligible for receipt of "Excess Funds," as described in the section labeled, "*Opening a Skylight Account; Identity Verification*," there is a fee for this service; please see the Fee Schedule. **We reserve the right to refuse to return any unused balance amount less than \$1.00.** We will comply with unclaimed property laws and appropriately engage in escheatment activities as required by state law.

**TELEPHONE MONITORING/RECORDING.** From time to time we may monitor and/or record telephone calls between you and us to assure the quality of our customer service or as required by applicable law.

**LEGAL PROCESS AFFECTING YOUR SKYLIGHT ACCOUNT.** Should Skylight or Bank receive by any

means, in any jurisdiction, any legal process or other legal notice (e.g., garnishment, summons, subpoena, etc.) that purports to have been issued by or pursuant to the authority of any court or governmental agency for the restriction of Paycard use, or for the withholding, seizure or turnover of Skylight Account funds, or otherwise affecting your Skylight Account or records (“Legal Process”), you hereby instruct us to, and acknowledge and agree that we may comply with, such Legal Process. You further acknowledge and agree that, in complying with Legal Process, Skylight or Bank may limit or suspend your access to your Skylight Account, refuse to permit withdrawals or transfers from or to your Skylight Account, and/or take such other action as Skylight or Bank deem appropriate or legally required in our judgment and discretion, without regard to the ownership or original source of the funds in the Skylight Account and without requirement that the Legal Process name any authorized user of the Skylight Account. Neither Skylight nor Bank will contest any Legal Process on your behalf. All Legal Process is subject to any rights of setoff Skylight or Bank may have. We may assess a fee against your Skylight Account if Skylight or Bank are served with Legal Process affecting your Skylight Account, and you agree that, if allowed by applicable law, we may deduct such fee from your Skylight Account funds before remitting any funds pursuant to any Legal Process.

**RIGHT OF SETOFF.** You agree that we shall have the right to setoff against any and all funds in your Skylight Account and to apply any and all of such funds to satisfy any and/or all indebtedness that you owe Skylight or Bank (excluding debt created by a consumer credit transaction under a credit card plan) without any further notice to or demand on you (unless otherwise required by applicable law) and whether the indebtedness to us is now existing or hereafter arising. If your Skylight Account receives a direct deposit of Social Security or Supplemental Security Income, or any other federal or state benefits exempt from legal process, you consent to our right to exercise setoff against such funds to satisfy any negative balances in the Skylight Account and associated fees, or to satisfy any other debt that you owe to us. If you desire to prevent our exercise of setoff against such funds, you should arrange not to have them directly deposited to your Skylight Account.

## **ARBITRATION**

**Purpose:** This Arbitration Provision sets forth the circumstances and procedures under which claims (as defined below) may be arbitrated instead of litigated in court.

**Definitions:** As used in this Arbitration Provision the term “Claim” means any claim, dispute or controversy between you and us arising from or relating to the Skylight Account or this Agreement as well as any related agreement that you may have had with us or the relationships resulting from this Agreement, including the validity, enforceability or scope of this Arbitration Provision or the Agreements. “Claim” includes claims of every kind and nature, including but not limited to initial claims, counterclaims, cross-claims and third-party claims and claims based upon contract, tort, fraud and other intentional torts, statutes, regulations, common law and equity. The term “Claim” is to be given the broadest possible meaning that will be enforced and includes, by way of example and without limitation, any claim, dispute or controversy that arises from or relates to (i) your Skylight Account; (ii) the amount of available funds in your Skylight Account; (iii) advertisements, promotions or oral or written statements related to your

Skylight Account, or goods or services purchased with your Paycard; (iv) the benefits and services related to your Skylight Account; and (v) your enrollment for any Paycard. We shall not elect to use arbitration under the Arbitration Provision for any Claim that you properly file and pursue in a small claims court of your state or municipality so long as the Claim is individual and pending only in the court.

As used in the Arbitration Provision, the terms “we” and “us” shall for all purposes mean the Issuer, wholly or majority owned subsidiaries, affiliates, licensees, predecessors, successors, and assigns; and all of their agents, employees, directors and representatives. In addition, “we” or “us” shall include any third party using or providing any product, service or benefit in connection with any Skylight Accounts (including, but not limited to merchants who accept the Paycard, third parties who use or provide services, debt collectors and all of their agents, employees, directors and representatives) if, and only if, such third party is named as a co-party with us (or files a Claim with or against us) in connection with a Claim asserted by you. As solely used in this Arbitration Provision, the terms “you” or “yours” shall mean all persons or entities approved by us to have and/or use a Paycard, including but not limited to all persons or entities contractually obligated under any of the Agreements and all additional Paycardholders.

**Initiation of Arbitration Proceeding/Selection of Administrator:** Any Claim shall be resolved, upon the election by you or us, by arbitration pursuant to this Arbitration Provision and the code of procedures of the national arbitration organization to which the Claim is referred in effect at the time the Claim is filed. Claims shall be referred to either the Judicial Arbitration and Mediation Services (“**JAMS**”) or the American Arbitration Association (“**AAA**”), as selected by the party electing to use arbitration. If a selection by us of one of these organizations is unacceptable to you, you shall have the right within thirty (30) days after you receive notice of our election to select the other organization listed to serve as arbitrator administrator. For a copy of the procedures, to file a Claim or for other information about these organizations, contact them as follows: (i) JAMS at 1920 Main Street, Suite 300, Los Angeles, CA 92614; website at [www.jamsadr.com](http://www.jamsadr.com); or (ii) AAA at 1101 Laurel Oak Road, Ste. 100, Voorhees, NJ 08043; website at [www.adr.org](http://www.adr.org).

**Significance of Arbitration: IF ARBITRATION IS CHOSEN BY ANY PARTY WITH RESPECT TO A CLAIM, NEITHER YOU NOR WE WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM IN COURT OR HAVE A JURY TRIAL ON THAT CLAIM, OR TO ENGAGE IN DISCOVERY EXCEPT AS PROVIDED FOR IN THE CODE OF PROCEDURES OF JAMS OR AAA, AS APPLICABLE (THE “CODE”). FURTHER, YOU WILL NOT HAVE THE RIGHT TO PARTICIPATE IN A REPRESENTATIVE CAPACITY OR AS A MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION. EXCEPT AS SET FORTH BELOW, THE ARBITRATOR’S DECISION WILL BE FINAL AND BINDING. NOTE THAT OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT ALSO MAY NOT BE AVAILABLE IN ARBITRATION.**

**Restrictions on Arbitration:** If either party elects to resolve a Claim by arbitration, that Claim shall be arbitrated on an individual basis. There shall be no right or authority for any Claims to be arbitrated on a class action basis or on bases involving Claims brought in a purported

representative capacity on behalf of the general public, other Paycardholders or other persons similarly situated. The arbitrator's authority to resolve Claims is limited to Claims between you and us alone, and the arbitrator's authority to make awards is limited to you and us alone. Furthermore, Claims brought by you against us or by us against you may not be joined or consolidated in arbitration with Claims brought by or against someone other than you, unless otherwise agreed to in writing by all parties.

**Location of Arbitration/Payment of Fees:** Any arbitration hearing that you attend shall take place in the federal judicial district of your residence. At your written request, we will consider in good faith making a temporary advance of all or part of the filing, administrative and/or hearing fees for any Claim you initiate as to which you or we seek arbitration. At the conclusion of the arbitration (or any appeal thereof), the arbitrator (or panel) will decide who will ultimately be responsible for paying the filing, administrative and/or hearing fees in connection with the arbitration (or appeal). If and to the extent you incur filing, administrative and/or hearing fees in arbitration, including for any appeal, exceeding the amount they would have been if the Claim had been brought in the state or federal court which is closest to the mailing address we have in our records and would have had jurisdiction over the Claim, we will reimburse you to that extent unless the arbitrator (or panel) determines that the fees were incurred without any substantial justification.

**Arbitration Procedures:** This Arbitration Provision is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C. Sections 1-16, as it may be amended (the "FAA"). The arbitration shall be governed by the applicable Code, except that (to the extent enforceable under the FAA) this Arbitration Provision shall control if it is inconsistent with the applicable Code. The arbitrator shall apply applicable substantive law consistent with the FAA and applicable statutes of limitations and shall honor claims of privilege recognized at law and, at the timely request of either party, shall provide a brief written explanation of the basis for the decision. In conducting the arbitration proceeding, the arbitrator shall not apply the Federal or any state rules of civil procedure or rules of evidence. Either party may submit a request to the arbitrator to expand the scope of discovery allowable under the applicable Code. The party submitting such a request must provide a copy to the other party, who may submit objections to the arbitrator with a copy of the objections provided to the requesting party, within fifteen (15) days of receiving the requesting party's notice. The granting or denial of such request will be in the sole discretion of the arbitrator who shall notify the parties of his/her decision within twenty (20) days of the objecting party's submission. The arbitrator shall take reasonable steps to preserve the privacy of individuals, and of business matters. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The arbitrator's decision will be final and binding, except for any right of appeal provided by the FAA. However, any party can appeal that award to a three-arbitrator panel administered by the same arbitration organization, which shall consider anew any aspect of the initial award objected to by the appealing party. The appealing party shall have thirty (30) days from the date of entry of the written arbitration award to notify the arbitration organization that it is exercising the right of appeal. The appeal shall be filed with the arbitration organization in the form of a dated writing. The arbitration

organization will then notify the other party that the award has been appealed. The arbitration organization will appoint a three-arbitrator panel which will conduct arbitration pursuant to its Code and issue its decision within one hundred twenty (120) days of the date of the appellant's written notice. The decision of the panel shall be by majority vote and shall be final and binding.

**Continuation:** This Arbitration Provision shall survive termination of your Skylight Account as well as voluntary payment of any debt in full by you, any legal proceeding by us to collect a debt owed by you, and any bankruptcy by you or us. If any portion of this Arbitration Provision is deemed invalid or unenforceable under any principle or provision of law or equity, consistent with the FAA, it shall not invalidate the remaining portions of this Arbitration Provision, the Agreement or any prior agreements you may have had with us, each of which shall be enforceable regardless of such invalidity.

**MISCELLANEOUS.** Your Skylight Account and your obligations under this Agreement may not be assigned. Skylight and Bank may transfer our rights or delegate our responsibilities and obligations under this Agreement. Use of your Paycard is subject to all applicable rules and customs of any clearinghouse or other network or association involved in transactions. Neither Skylight nor Bank waive our rights by delaying or failing to exercise them at any time. If any provision of this Agreement shall be determined to be invalid or unenforceable under any rule, law, or regulation of any governmental agency, local, state, or federal, the validity or enforceability of any other provision of this Agreement shall not be affected. Unless it would be inconsistent to do so, words and phrases used in this Agreement should be construed so that the singular includes the plural and the plural includes the singular. This Agreement will be governed by the laws of the State of Georgia except to the extent governed by federal law, irrespective of the choice of law provisions of any state. This Agreement constitutes the current, sole and entire agreement between you and us with respect to the Skylight Account and the use thereof, and any and all prior agreements with respect to your Skylight Account are superseded by this Agreement.

**CUSTOMER SERVICE; LOST OR STOLEN PAYCARDS; UNAUTHORIZED TRANSACTIONS; ERRORS; ACCOUNT INFORMATION; PERIODIC STATEMENTS OR QUESTIONS.** If you believe your Paycard or PIN has been lost or stolen, or if you believe that an electronic funds transfer has been made without your permission, or in the event need to contact us pursuant to any provisions of this agreement, you should call us or write to us at the telephone number/address printed below. Customer Service agents are available to answer your telephone calls Monday through Friday, 6:00 a.m. to Midnight; and Saturday and Sunday (and holidays), 8:00 a.m. to 8:00 p.m. (Central time). Days and hours are subject to change.

**SKYLIGHT FINANCIAL, INC.  
CUSTOMER SERVICE  
P.O. BOX 14720  
AUSTIN, TX 78761**

**1-800-249-2226**

**Email: [customerservice@skylightpaycard.com](mailto:customerservice@skylightpaycard.com)**

**Online Account Center: [www.skylightpaycard.com](http://www.skylightpaycard.com)**