Cardholder Agreement: IMPORTANT - READ CAREFULLY

Terms and Conditions/Definitions for the ClinCard Prepaid Visa®

This Cardholder Agreement ("Agreement") explains the terms of your Prepaid Card managed by Greenphire, Inc. and issued by Fifth Third Bank, National Association ("Fifth Third Bank" or "Issuer") under the laws of the United States and the State of Ohio. The Issuer is an FDIC insured member institution. "Card" means the ClinCard Prepaid Visa issued to you by Fifth Third Bank, National Association. You may be issued a physical plastic card (a "Physical Card") or a digital representation of a card (a "Virtual Card"). Except as otherwise stated in this Agreement, you have the same rights and responsibilities under this Agreement whether you use a Physical Card or Virtual Card. By accepting and using the Card, you agree to be bound by the terms and conditions contained in this Agreement. "Card Account" means the records we maintain to account for the value of loads, transactions, and fees associated with the Card. "You" and "your" mean the person or persons who have received the Card and are authorized to use the Card as provided for in this Agreement. "We," "us," and "our" mean the Issuer, our successors, affiliates, assignees, and our designated third-party service providers. "Program Sponsor" means the organization that requested we issue your Card, and that may load the Card for your use. You acknowledge and agree that the value available in the Card Account is limited to the funds that have been loaded into the Card Account on your behalf. You agree to sign the back of the Physical Card immediately upon receipt. The expiration date of the Card is identified on the back of your Physical Card or on the digital representation of your Virtual Card. The Card is a prepaid card. The Card is not connected in any way to any other account. The Card is not a credit card. The Card is not for resale. You will not receive any interest on your funds in the Card Account. The Card will remain the property of the Issuer and must be surrendered upon demand. The Card is nontransferable and it may be canceled, repossessed, or revoked at any time without prior notice subject to applicable law. The Card is not designed for business use, and we may close your Card if we determine that it is being used for business purposes. We may refuse to process any transaction that we believe may violate the terms of this Agreement. Our business days are Monday through Friday, excluding federal holidays, even if we are open. Any references to "days" found in this Agreement are calendar days unless indicated otherwise. Write down your Card number and the customer service phone number provided in this Agreement on a separate piece of paper in case your Card is lost, stolen, or destroyed. Keep the paper in a safe place. Please read this Agreement carefully and keep it for future reference.

<u>Activate Your Physical Card</u>) – Your Physical Card will be activated once registered to you. It can immediately be used once funds are loaded onto the Physical Card. If this is a replacement card, please call customer service, or visit the cardholder website or mobile application to activate your Physical Card.

<u>Activate Your Virtual Card</u>) – Your Virtual Card will be activated once registered to you, initiating an email to be sent. The email contains a link to access your Virtual Card. Your Virtual Card will be displayed in the Virtual Card Access Page online after the successful verification of your identity, and will be ready to use after the first successful load of funds to your Virtual Card.

Personal Identification Number – Your Card comes with a pre-set Personal Identification Number ("PIN") with your Card Account. To retrieve your pre-set PIN, please call 1-866-952-3795. You should not write or keep your PIN with your Card. Never share your PIN with anyone. 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 following the procedures in the paragraph labeled "Your Liability for Unauthorized Transfers." If you have forgotten your PIN or want to change your PIN, please call customer service and follow the prompts to retrieve and/or change your PIN. You may also retrieve or change your PIN on the cardholder website or mobile application.

<u>Authorized Card Users</u> - You are responsible for all authorized transactions initiated and fees incurred by use of your Card. If you permit another person to have access to your Card, card number, or card 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 each Card, according to the terms and conditions of this Agreement.

Secondary Cardholder - You may not request an additional Card for another person.

Classification: Internal Use

Your Representations and Warranties - By activating the Card or by retaining, using or authorizing the use of the Card, you represent and warrant to us that: (1) you are at least 18 years of age (or older if you reside in a state where the majority age is older); (2) you are a U.S. citizen or legal alien residing in the United States, the District of Columbia, or the Commonwealth of Puerto Rico; (3) you have provided us with a verifiable U.S. or U.S. Territory street address; (4) the personal information that you provide to us in connection with the Card is true, correct and complete; (v) you received a copy of this Agreement and agree to be bound by and to comply with its terms; and (5) you accept the Card.

<u>Cash Access</u> - With your PIN, you may use your Card to obtain cash from any Automated Teller Machine ("ATM") or any Point-of-Sale ("POS") device, as permissible by a merchant. All ATM transactions are treated as cash withdrawal transactions. The maximum cumulative amount that may be withdrawn from an ATM per day is \$500.00. The maximum cumulative amount that may be withdrawn from a participating bank (over the counter withdrawal) per day is the available balance of your Card. Any funds withdrawn from a POS device will be subject to the maximum amount that can be spent on your Card per day. While cash access is permitted for both Physical Cards and Virtual Cards, Virtual Cards can only obtain cash at a digitally enabled ATM, bank branch, or POS device, as permissible by the contactless payment system.

<u>Loading Your Card</u> - You may not load additional funds to your Card, called "value loading". Only your Program Sponsor may load additional funds to your Card. The maximum amount of value load is \$15,000.00 within a calendar month. You will have access to your funds the same day following a loading of funds by your Program Sponsor.

Personal checks, cashier's checks, and money orders are not an acceptable form of loading.

<u>Preauthorized Transfers</u> - The Card Account cannot be used for preauthorized direct debits from merchants, Internet service or other utility service providers ("Merchants"). If presented for payment, preauthorized direct debits will be declined and payment to the Merchant or provider will not be made. You are not authorized to provide the combination of the Issuer's bank routing number and the Card Account number to anyone.

<u>Using Your Card/Features</u> - The maximum amount that can be spent on your Card per day is \$5,000.00. The maximum value of your Card is restricted to \$10,000.00. You may use your Card to purchase or lease goods or services everywhere Debit Visa, NYCE, STAR, or Plus cards are accepted as long as you do not exceed the value available on your Card Account and other restrictions (see examples described below) do not apply. Some merchants do not allow cardholders to conduct split transactions where you would use the Card as partial payment for goods and services and pay the remainder of the balance with another form of legal tender. 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 on the Card to the Card. 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 Card, your Card is likely to be declined.

If you use your Card at an automated fuel dispenser ("pay at the pump"), the merchant may preauthorize the transaction amount up to \$100.00 or more. If your Card is declined, even though you have sufficient funds available, pay for your purchase inside with the cashier. If you use your Card 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% or more to ensure there are sufficient funds available to cover tips or incidental expenses incurred. Any preauthorization amount will place 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 preauthorization amount on hold will be removed. It may take up to seven (7) days for the hold to be removed. During the hold period, you will not have access to the preauthorized amount.

You do not have the right to stop payment on any purchase or payment transaction originated by use of the Card. If you authorize a transaction and then fail to make the purchase of that item as planned, the approval may result in a hold for that amount of funds for up to thirty (30) days. All transactions relating to car rentals may result in a hold for that amount of funds for up to sixty (60) days. If you use the Card number without presenting the Card (such as for a mail order, telephone, or Internet purchase), the legal effect will

be the same as if you had used the Card itself. **Card Account restrictions include, but are not limited to**: restricted geographic or merchant locations where there is a higher risk of fraud or illegal activity; restrictions to comply with laws or prevent our liability; and other restrictions to prevent fraud and other losses. For security reasons, we may, with or without prior notice, limit the type, amount, or number of transactions you can make on the Card. You may not use the Card for illegal online gambling or any other illegal transaction. **We may increase, reduce, cancel, or suspend any of the restrictions or add new ones at any time.** The Card cannot be redeemed for cash.

Each time you use the Card, you authorize us to reduce the available value of the Card Account by the amount of the transaction and any applicable fees. You are not allowed to exceed the available amount in the Card Account through an individual transaction or a series of transactions. Nevertheless, if a transaction exceeds the available balance of funds on the Card, you shall remain fully liable to us for the amount of the transaction and any fees, if applicable.

ACH Transfer Out Authorization - When you attempt to transfer money from your Card to your United States bank account (bank account you own) utilizing our ACH transfer feature, you are requesting an electronic transfer to your bank account and are authorizing us to facilitate such transfers. Upon your request, we will make the electronic transfer via the ACH system from the available funds on your Card to your United States bank account. You will be charged a service fee, if applicable, for all ACH transfer in accordance with the Fee Schedule. If you request an ACH transfer, we require that you provide us with the following information:

(1) your bank name, (2) bank routing number, and (3) bank account number. You hereby warrant that all such information is correct. We shall have no liability whatsoever if you fail to provide the correct information for the ACH transfer. You agree that this ACH transaction complies with all applicable laws. You understand this authorization will remain in full force until the transaction is complete.

<u>Returns and Refunds</u> - If you are entitled to a refund for any reason for goods or services obtained with your Card, you agree to accept credits to your Card for such refunds and agree to the refund policy of that merchant. The Issuer or Program Sponsor is not responsible for the delivery, quality, safety, legality or any other aspects of goods or services that you purchase from others with a Card. All such disputes must be addressed and handled directly with the merchant from whom those goods or services were provided.

<u>Card Replacement</u> - If you need to replace your Card for any reason, please contact us at 1-866-952-3795 or visit the cardholder website or mobile application to request a replacement Card. You will be required to provide personal information which may include your Card number, full name, transaction history, copies of accepted identification, etc. There is a fee for replacing your Card.

<u>Expiration</u> - The Card will expire no sooner than the last day of the month, printed on the back of your Card. The funds on the Card do not expire. You will not be able to use the Card after the expiration date; however, you may request a replacement Card be sent to you by following the procedures in the paragraph labeled "Card Replacement." There is a fee for replacing your Card, see the Fee Schedule for details.

<u>Transactions Made In Foreign Currencies</u> - If you obtain funds or make a purchase in a currency other than the currency in which the Card was issued, the amount deducted from the funds will be converted by Visa into an amount in the currency of the Card. 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. If you obtain funds or make a purchase in a currency other than the currency in which the Card was issued, the Issuer may assess a foreign currency conversion fee of 3% of the transaction amount and will retain this amount as compensation for its services.

Transactions made outside the fifty (50) U.S. states, the District of Columbia, and the Commonwealth of Puerto Rico are also subject to this conversion fee even if they are completed in U.S. currency.

<u>Receipts</u> - You should get a receipt at the time you make a transaction using your Card. You agree to retain, verify, and reconcile your transactions and receipts.

<u>Card Account Balance/Periodic Statements</u> - You are responsible for keeping track of your Card Account available balance. 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 access your available balance by accessing your Card Account online via the cardholder website or mobile application, or by calling the customer service phone number provided in this Agreement. Statements in electronic format will be made available free of charge at www.myclincard.mycardplace.com during each month in which a transaction occurs. You will not automatically receive paper statements. You may choose to have a paper statement mailed to you by contacting us each time at 1-866-952-3795. However, there is a fee for this service.

<u>Fee Schedule</u> - All fee amounts will be withdrawn from your Card Account and will be assessed as long as there is a remaining balance on your Card Account, except where prohibited by law. Any time your remaining Card Account balance is less than the fee amount being assessed, the balance of your Card Account will be applied to the fee amount resulting in a zero balance on your Card Account.

| ALL FEES | AMOUNT | DETAILS |
|-------------------------------|--------------------------|--|
| Domestic ATM Cash Withdrawal, | \$0.00 (per transaction) | "In-Network" refers to Fifth Third Bank ATMs. Locations can be |
| In-Network | | found at https://locations.53.com/search.html (select "Fifth Third |
| | | Bank ATMs"; Partner ATMs are not considered "In-Network"). You |
| | | will not be charged an additional fee by Fifth Third Bank. |
| Domestic ATM Cash Withdrawal, | \$3.00 (per transaction) | "Out-of-Network" refers to all the ATMs outside of Fifth Third Bank |
| Out-of-Network: | | ATMs. This also refers to Partner ATMs on |
| SVC CHG WITHDRAWAL | | https://locations.53.com/search.html. |
| International ATM Cash | \$4.00 (per transaction) | "International" refers to ATMs located outside of the United States, |
| Withdrawal: | | the District of Columbia, or the Commonwealth of Puerto Rico. |
| SVC CHG WITHDRAWAL | | |
| Card to Bank Transfer: | \$0.00 (per transaction) | Withdraw all available funds from Card Account to registered United |
| | | States bank account. Limited to available balance only. |
| Bank Teller Cash Withdrawal: | \$0.00 (per transaction) | Available at financial institutions that accept Visa cards. Limited to |
| | | available balance only. |
| Customer Service Live Agent: | \$0.00 (per inquiry) | No charge to speak to a live Customer Service Representative. |
| Monthly Maintenance: | \$4.50 (per month) | This fee is waived for 6 months following any of the following: ATM |
| SVC CHG MONTHLY | | transactions, PIN POS transactions, Signature POS transactions, or |
| | | value loads to the Card Account. |
| Paper Statement: STMT FEE | \$2.00 (per statement) | |
| Replacement Physical Card: | \$7.00 | Charged per Physical Card when Physical Card is reissued or |
| SVC CHG REPLACE CARD | | replaced with another Physical Card for any reason. |
| Replacement Virtual Card: | \$2.50 | Charged per Virtual Card when Virtual Card is reissued or replaced |
| SVC CHG REPLACE CARD | | with another Virtual Card for any reason. |
| Card Account Liquidation: | \$10.00 | Charged if a check is issued for funds on Card Account. |
| SVC CHG REMOVE FUNDS | | |
| Foreign Currency Conversion: | 3% of transaction | Percentage based on total U.S. Dollar amount of transaction. |
| SVC CHG INTRNTL TRAN | amount | |

If you use an ATM for any transaction, including a balance inquiry, you may be charged a fee by the ATM operator even if you do not complete a withdrawal. This ATM fee is a third-party fee amount assessed by the individual ATM operator only and is not assessed by us. This ATM fee amount will be charged to your Card.

Confidentiality - We may disclose information to third parties about your Card or the transactions you make:

(1) Where it is necessary for completing transactions; (2) In order to verify the existence and condition of your Card for a third-party, such as merchant; (3) In order to comply with government agency, court order, or other legal or administrative reporting requirements; (4) If you consent by giving us your written permission; (5) To our employees, auditors, affiliates, service providers, or attorneys as needed; or (6) Otherwise as necessary to fulfill our obligations under this Agreement.

Our Liability for Failure To Complete Transactions - If we do not properly complete a transaction from your Card 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 on your Card to complete the transaction; (2) If a merchant refuses to accept your Card; (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 Card has been blocked after you reported your Card lost or stolen; (6) If there is a hold or your funds are subject to legal or administrative process or other encumbrance restricting their use; (7) If we have reason to believe the requested transaction is unauthorized; (8) 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; or (9) Any other exception stated in our Agreement with you.

Your Liability for Unauthorized Transfers - Contact us at once if you believe the Card has been lost or stolen. Telephoning is the best way to minimize possible losses. If you believe the Card has been lost or stolen, or that someone has transferred or may transfer money from the Card Account without your permission, call 1-866-952-3795. Under Visa Rules, you will not be held responsible for unauthorized transactions if you used reasonable care in protecting the Card from loss or theft and you promptly reported to us when you knew that the Visa Card was lost or stolen. Zero Liability does not apply to Visa payment cards used for commercial purposes or anonymous prepaid cards (until such time as the identity of the cardholder has been registered with us).

If the Card has been lost or stolen, we will close the Card Account to keep losses down and will send a replacement card. There is a fee for replacing the Card. For information about the fee, see the section labeled "Fee Schedule."

Other Miscellaneous Terms - Your Card and your obligations under this Agreement may not be assigned. We may transfer our rights under this Agreement. Use of your Card is subject to all applicable rules and customs of any clearinghouse or other association involved in transactions. We do not waive our rights by delaying or failing to exercise them at anytime. If any provision of this Agreement shall be determined to be invalid or unenforceable under any rule, law, or regulation of any governmental agency, local, state, or federal, the validity or enforceability of any other provision of this Agreement shall not be affected. This Agreement will be governed by the law of the State of Delaware except to the extent governed by federal law.

Amendment and Cancellation - We may amend or change the terms and conditions of this Agreement at any time. You will be notified of any change in the manner provided by applicable law prior to the effective date of the change. However, if the change is made for security purposes, we can implement such change without prior notice. We may cancel or suspend your Card or this Agreement at any time. You may cancel this Agreement by returning the Card to us. Your cancellation of this Agreement will not affect any of our rights or your obligations arising under this Agreement prior to termination.

In the event your Card Account is canceled, closed, or terminated for any reason, you may request the unused balance to be returned to you via a check to the mailing address we have in our records. For security purposes, you may be required to supply identification and address verification documentation prior to being issued a refund. There is a fee for this service. Please refer to the fee schedule above. In the event this Card Program is canceled, closed, or terminated, we will send you prior notice in accordance

with applicable law. The notice will contain specific information and instructions, including how and when you may receive a refund of any remaining Card Account balance. The Issuer reserves the right to refuse to return any unused balance amount less than \$1.00. Information About Your Right to Dispute Errors - In the case of errors or questions about the Card Account transaction(s), call 1-866-952-3795 or write to: Attn: ClinCard Prepaid Visa Disputes, P.O. Box 60473, King of Prussia, PA 19406. Contact us as soon as you can if you think an error has occurred in your Card Account. You must contact us no later than sixty (60) calendar days after we posted the transaction(s) to the Card Account. You may request a written history of your transactions at any time by calling 1-866-952-3795 or writing to: Attn: ClinCard Prepaid Visa Disputes, P.O. Box 60473, King of Prussia, PA 19406.

In case of errors or questions about the Card Account transaction(s) you will need to tell us:

- 1. Your name and the 16-digit Card number.
- 2. A description of the transaction(s), including the date and dollar amount.
- 3. Why you believe there is an error.

If you provide this information orally, we may require that you send the details listed above in writing within sixty (60) calendar days after we posted the transaction(s) you are questioning. You agree to cooperate fully with our investigation and to provide any additional information or documentation we may need for the claim.

Once we have the required details, information, and/or documents, we will determine whether an error occurred. If we ask you to put details in writing and you do not provide them within sixty (60) calendar days of the date we posted the transaction(s) you are questioning, we may not be able to resolve the claim in your favor.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions (that is, a transaction that was initiated outside the fifty (50) U.S. states, the District of Columbia, or the Commonwealth of Puerto Rico), we may take up to ninety (90) days to investigate your complaint or question.

We will tell you the results in writing after completing our investigation. If we determine an error occurred, we will correct the error promptly and credit the Card Account. If we decide there was no error, we will send you a written explanation. If you need more information regarding our error resolution procedures, call us at 1-866-952-3795.

<u>English Language Controls</u> - Any translation of this Agreement is provided for your convenience. The meanings of terms, conditions and representations herein are subject to definitions and interpretations in the English language. Any translation provided may not accurately represent the information in the original English.

Customer Service - For customer service or additional information regarding your Card, please contact us at:

ClinCard Prepaid Visa, P.O. Box 60473, King of Prussia, PA 19406

Customer Service agents are available to answer your calls 24 hours a day at 1-866-952-3795.

<u>Telephone Monitoring/Recording</u> - 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.

No Warranty Regarding Goods or Services as Applicable - We are not responsible for the quality, safety, legality, or any other aspect of any goods or services you purchase with your Card.

This Cardholder Agreement is effective 2/01/2021.

The ClinCard Prepaid Visa is issued by Fifth Third Bank, National Association, Member FDIC, pursuant to a license from Visa U.S.A. Inc. Visa is a registered trademark of Visa International Services Association.

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