

Charter One Bank, N.A. MasterCard® Payroll Terms & Conditions

These Terms and Conditions govern the use of your Charter One Bank, N.A. MasterCard® PayCard. Please read them carefully and keep them for your records. Please sign your Preferred PayCard immediately. By signing the reverse side of your Preferred PayCard before using your Preferred PayCard, you agree and are bound by the terms and conditions of this agreement. These Cardholder Terms and Conditions are the agreement between you and Charter One Bank, N.A., with respect to our issuance and your use of the Payroll Card.

1. DEFINITIONS

In this agreement, "Payroll Card" or "Card" mean the Payroll Card issued by Charter One Bank, N.A. "You" and "Your" mean the program participant to whom we issue a Payroll Card. "We", "Us" and "Our" mean Charter One Bank, N.A., our successors, affiliates, or assignees.

2. PREFERRED PAYCARD

The Preferred PayCard issued by Charter One Bank, N.A. IS NOT A CREDIT CARD; it is a prepaid card. The Card allows you to access funds you or your Employer place on the card. You will not receive any interest on the funds placed on the card; you can withdraw cash from any ATM worldwide that display any of the logos on the back of your card. You may use the card at any location that accepts Debit MasterCard cards. We may not authorize the transaction using your Card if it exceeds the amount available on the Card. The Card is the property of Charter One Bank, N.A., is non-transferable, and we may revoke the Card at any time without cause or notice. You must surrender a revoked Card and you may not use an expired or revoked Card. You are also required to notify us promptly if the Card is lost or stolen. Applicable federal law and the rules and regulations of the Federal Reserve Board shall govern this agreement. To the extent federal law is not applicable, the laws of the state of Texas shall govern this agreement. In the event of any conflict between the provisions of this agreement and any applicable law or regulation, this agreement shall be deemed modified to the extent necessary to comply with such law or regulation. We may elect to waive any of the provisions of this agreement, but any such waiver shall be effective only on that occasion and shall not be construed as a continuing waiver of the waived term on any other occasion.

3. CONTACT INFORMATION

If you believe that your Card has been lost or stolen or that someone has accessed or may access money from your Card without your permission, CALL US AT ONCE AT 1-800-477-5965. THIS IS A 24 HOUR A DAY 7 DAY A WEEK CUSTOMER SERVICE LINE. Calling us is the best way to limit your possible losses.

4. USING YOUR CARD

You may use your Card only after activation and selection of a Personal Identification Number (PIN). When using your Card and selected PIN, you may withdraw cash from any participating network ATM worldwide. You may also use your Card to purchase goods and services at participating merchants who accept Debit MasterCard cards. You may change your PIN and check your balance and transaction activity through our Interactive Voice Response (IVR) system by calling 1-800-477-5965 or by visiting our website at www.cashlynkmc.com.

Any entity honoring your Card may be required to obtain approval or authorization for any transaction. The balance available for authorizing transactions with your Card is the lesser of your available balance or any dollar limitation disclosed for the transaction being performed. You may use your Card only in the manner and for the purposes authorized by this agreement. We may restrict access to your Card if we notice suspicious transaction activity. Access will be reinstated once we have contacted you and resolved any concerns regarding the authorized use of your Card. You are responsible for all authorized transactions initiated by the use of your Card.

If you use your Card number without presenting your card (such as for mail order or telephone purchases), the legal effect will be the same as if you used the Card itself. For security reasons, we may limit the amount or number of transactions you can make on your Card. Your Card cannot be redeemed for cash. You may not use your Card for any illegal transaction.

You do not have the right to stop payment on any purchase or payment transaction originated by the use of your Card. You may not make preauthorized recurring payments from your Card Account. Prior to using your Card please also note the following items:

- Do not disclose the PIN nor record it on the Card or otherwise make it available to anyone else
- You liable for transactions made by someone you have given your Card to
- Promptly notify us of any loss or theft of the Card or PIN
- You are liable for the Card and the PIN and for their authorized use

5. FEES AND SERVICES

The fees in Exhibit A apply upon activation and usage of your Card or receipt of your Card at your request. Your Card may also be terminated for attempting to use your Card with no available funds. It is your responsibility to ensure that there are sufficient funds available for the transaction you are attempting.

CARD ACTIVATION AND PIN SELECTION.

You can activate your Card by calling toll-free 1-800-477-5965. Upon activation, you will be prompted to select a PIN. You will need your PIN to access cash from ATMs or POS terminals. Be sure to choose a PIN while easy for you to remember may be difficult for someone else to guess. Your PIN will become active immediately.

6. ATM USAGE

The balance of prepaid funds available on your Card limits your use of the Card for cash withdrawals at ATMs. Therefore, you agree not to make withdrawals that exceed the balance available on your Card. Upon any withdrawal of cash from an ATM, the amount available on your Card shall be reduced by the amount of such withdrawal.

7. FOREIGN TRANSACTIONS

If you obtain your funds (or make a purchase) in a currency other than US Dollars, the amount deducted from your available funds will be converted by MasterCard from the foreign currency into an amount in US Dollars. MasterCard will establish a currency conversion rate for this convenience. This percentage amount is independent of any amount taken by Charter One Bank, N.A. in accordance with the following section of these Terms and Conditions. If you obtain your funds in a currency other than US Dollars, Charter One

Bank, N.A. will increase the currency conversion rate (described in the immediately preceding section) by an additional 4% and will retain this amount as compensation for this service. This charge is independent of the currency conversion rate established by MasterCard International.

8. POS USAGE

You may use your Card to pay for purchases at any location that accepts Debit MasterCard cards or other participating networks. The balance of prepaid funds available on your Card limits your use of the Card for purchases. Therefore, you agree not to make purchases that exceed the balance available in your Card. When a purchase is made, using your Card, the balance available on your Card shall be reduced by the amount of such purchase. The use of your Card to purchase goods and services constitutes a simultaneous withdrawal from and/or demand upon the value stored on your Card, even though the transaction may not actually be posted to your Card until a later date. If you authorize a transaction and then fail to make a purchase of that item as planned, the approval may result in a hold for that amount of funds for up to ten (10) days. You do not have the right to stop payment on any purchase transaction originated by the use of your Card. You may not make preauthorized regular payments through the use of the Card. Some merchants may not accept split transactions, for example, paying part of a purchase with the Card and the balance with another form of payment. Neither we, MasterCard nor any processor are responsible for any injury to you or anyone else caused by any goods or services purchased or leased with your Card. YOU ARE RESPONSIBLE FOR RESOLVING ALL DISPUTES CONCERNING THE QUALITY OF GOODS OR SERVICES PURCHASED FROM THE MERCHANT THAT ACCEPTED YOUR CARD.

9. BALANCE AND TRANSACTION INQUIRIES

You can review your Card balance and transaction activity by calling toll-free 1-800-477-5965 or by visiting www.cashlynkmc.com. This information is available to you 24 hours a day 7 days a week.

10. PIN PROTECTION

You agree to take all necessary steps to protect your PIN and never disclose your PIN to anyone else.

11. ATM SURCHARGES

An ATM owner or operator may impose a surcharge for your use of the ATM. The amount of the surcharge should be disclosed at the ATM. Any such surcharge will be deducted from the balance of your Card, along with the amount of the withdrawal performed at the ATM and the fees that apply in accordance with Exhibit A.

12. RETURNS AND REFUNDS

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.

13. DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES

We will disclose information to third parties about your Card or the transfers you make:

- Where it is necessary for completing the transaction

- In order to verify the existence and condition of your Card
- Where there has been unauthorized use of your Card
- In order to comply with government agency or court orders
- If you give us permission
- For analytical purposes
- To our employees, auditors, affiliates, service providers, attorneys or collection agents in the course of their duties or to protect you or the interest of Charter One Bank, N.A.

14. TRANSFER DOCUMENTATION

TERMINAL RECEIPTS

You will get a receipt at the time you use your Card to make any withdrawal at an ATM or any purchase at an electronic POS terminal.

PERIODIC STATEMENT

Periodic statements for the Card are available in electronic format at www.cashlynkmc.com and a paper statement will be mailed. The information will remain on the web site for a minimum of 90 days.

15. OUR LIABILITY

If we do not complete a transfer to or 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 in the following situations:

- If through no fault of ours, you do not have enough value available on your Card account to complete a transaction
- If a merchant refuses to accept your Card
- 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
- If access to your Card has been blocked after you have reported your Card lost or stolen
- If we have reason to believe that the requested transaction is unauthorized
- 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
- Any other exception stated in our Agreement with you

16. ERROR RESOLUTION

In case of any errors or questions about transactions from the use of your Card: Call 1-800-477-5965, visit our website at www.cashlynkmc.com or write to us at the address listed under Contact Information in this agreement. If there are transactions on your Card that you did not make, tell us as soon as you can. We must hear from you no later than sixty (60) days after we communicated the FIRST activity report on which the problem or error appeared. YOU MUST PROVIDE THE FOLLOWING INFORMATION:

- Your name and Card number
- Describe the error or transaction you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information

- Tell us the dollar amount of the suspected error. If you tell us verbally, we may require that you send your complaint or question in writing within ten (10) business days
- We will tell you of the results of our investigation within ten (10) business days from when we hear from you. If we need more time, however, we may take up to forty five (45) days (or ninety (90) days for transactions initiated outside of the United States), if a point of sale (POS) transaction was involved, or if the transaction was from an account and the transaction occurred within 30 days after the first deposit to the account was made to investigate your complaint or question. If we decide to do this we will re-credit your account within 10 business days (20 business days for transactions from an account made within 30 days after the first deposit to the account was made) for the amount you think is in error, so that you will have the use of 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 written confirmation of your oral notice within 10 business days, we will not re-credit your account. We will tell you the results of our investigation within three (3) business days after we finish our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation

17. YOUR LIABILITY

Tell us AT ONCE if you believe your Card has been lost or stolen. Telephoning toll free at 1-800-477-5965 is the best way of keeping your losses down. IF YOU BELIEVE THAT YOUR CARD HAS BEEN STOLEN, OR THAT SOMEONE HAS TRANSFERRED OR MAY TRANSFER MONEY FROM YOUR CARD ACCOUNT WITHOUT YOUR PERMISSION, CALL US TOLL FREE AT 1-800-477-5965. IF YOU NOTIFY US WITHIN TWO (2) BUSINESS DAYS, YOU CAN LOSE NO MORE THAN \$0 IF SOMEONE USED YOUR CARD WITHOUT YOUR PERMISSION. IF YOU DO NOT NOTIFY US WITHIN TWO (2) BUSINESS DAYS AFTER YOU LEARN OF THE LOSS OR THEFT OF YOUR CARD AND WE CAN PROVE THAT WE COULD HAVE STOPPED SOMEONE FROM USING YOUR CARD WITHOUT YOUR PERMISSION IF YOU HAD PROMPTLY NOTIFIED US, YOU COULD LOSE AS MUCH AS \$50.00. Also, if your statement shows transactions that you did not make, tell us at once. If you do not tell us within 60 days after the statement was made available to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time and you are grossly negligent or fraudulent in the handling of your card. If your Card is stolen we will close your Card Account to keep losses down.

18. DISPUTE RESOLUTION

IT IS IMPORTANT THAT YOU READ THIS ENTIRE SECTION VERY CAREFULLY. THIS SECTION DESCRIBES HOW WE WILL RESOLVE DISPUTES THROUGH AN ARBITRATION PROCESS INSTEAD OF IN A COURT, BY A JUDGE OR JURY OR THROUGH A CLASS ACTION SUIT. This Arbitration Agreement governs when and how disputes between you and us or between you and the Issuer will be arbitrated outside of the court system. BEFORE YOU TAKE A DISPUTE OR CONTROVERSY TO ARBITRATION, YOU MUST FIRST CONTACT US ABOUT THE DISPUTE OR CONTROVERSY AND GIVE US AN OPPORTUNITY TO RESOLVE IT; SIMILARLY, BEFORE WE TAKE A DISPUTE OR CONTROVERSY TO ARBITRATION WE MUST FIRST ATTEMPT TO RESOLVE IT WITH YOU. IF THE DISPUTE OR CONTROVERSY CANNOT BE RESOLVED WITHIN SIXTY (60) DAYS FROM THE DATE YOU OR WE WERE FIRST NOTIFIED ABOUT IT, THE MATTER THAT IS IN DISPUTE OR SUBJECT TO CONTROVERSY MAY PROCEED TO ARBITRATION IN ACCORDANCE WITH THE PROVISIONS OF THIS AGREEMENT. YOU ALSO HAVE THE RIGHT TO REJECT THIS ARBITRATION AGREEMENT IN ITS ENTIRETY IF YOU

NOTIFY US IN WRITING WITHIN 30 DAYS AFTER THE DATE YOU FIRST ACCEPT, SIGN, USE OR ADD VALUE TO THE CARD, WHICHEVER COMES FIRST. ANY REJECTION NOTICE MUST BE SIGNED BY YOU AND MUST INCLUDE YOUR NAME, ADDRESS, TELEPHONE NUMBER AND CARD NUMBER.

AGREEMENT TO ARBITRATION

Any dispute that arises from or relates in any way to the Card, this Agreement or the relationships resulting from this Agreement, including disputes concerning the following:

- Your Card
- Your Card balance
- Any service relating to your Card or your Card balance
- Any matter relating to your or our rights and obligations provided for in this Agreement

The agreement to arbitration also includes disputes based on constitutional provisions, statutes, regulations, ordinances, contracts and acts of every type whether intentional, fraudulent, reckless, or negligent. In this Agreement "we", "us", and "our" means Charter One Bank, N.A. and our partners, subsidiaries, affiliates, successors, employees, independent contractors, officers, and directors. "We", "us", and "our" shall also include any third party providing any goods and services in connection with the Card if such third party is named as a co-party in any law suit filled by you against us.

ARBITRATION ADMINISTRATOR

"ADMINISTRATOR" means the American Arbitration Association, 1633 Broadway, 10th Floor, New York, New York 10019-6708, www.adr.org, (800) 778-7879; or the National Arbitration Forum, P.O. Box 50191, Minneapolis, MN 50191, www.arbforum.com, (800) 474-3271 as may apply.

APPLICABLE RULES FOR ARBITRATION

If the amount in controversy is less than \$75,000.00, the Consumer Arbitration Rules of the American Arbitration Association (AAA) will apply. Otherwise the Commercial Arbitration Rules of the AAA will apply. For information about the arbitration process, rules, fee, and the nearest AAA Case Management Center contact the AAA at 1-800-778-7879 or on line at www.adr.org.

RULER GOVERNING ARBITRATION

The parties acknowledge that this Agreement involves transactions involving interstate commerce. The Federal Arbitration Act (title 9 of the United States Code) under the auspices of the AAA. Judgment on an arbitration award may be entered in any court having jurisdiction. The arbitrator will decide any issue regarding whether a particular dispute or controversy is a claim that is subject to arbitration. If any part of the relief request is not expressly stated as a dollar amount, the dispute or controversy will not be a claim that is subject to arbitration. All statutes of limitations, 'defenses' and attorney client and other privileges that would apply in a court proceeding will apply in the arbitration. In conducting the arbitration and making an award, the arbitrator shall be bound by and shall strictly enforce the terms of this Agreement and may not limit, expand or otherwise modify its terms.

YOUR REPRESENTATION

An attorney may represent you if you wish, but you do not have to have an attorney represent you in arbitration.

ARBITRATOR AND QUALIFICATIONS

Only one (1) arbitrator will be selected for the proceedings. The arbitrator shall be a licensed attorney who has engaged in the private practice of law continuously during the ten (10) years immediately preceding the arbitration or a retired judge of a court of general or appellate jurisdiction.

LANGUAGE

The language of the arbitration will be in English. Any participant requiring a proceeding in a language other than English will bear the expense of an interpreter.

TOLLING OF STATUTE OF LIMITATIONS

The filing of a demand for arbitration in accordance with the arbitration rules will suspend any requirement to file a notice of claim or to commence an action until the conclusion of the arbitration process.

REMEDIES AVAILABLE

The arbitrator shall apply applicable substantive law consistent with the FAA (Federal Arbitration Act title 9 of the United States Code) and applicable statutes of limitations and claims of privilege recognized at law and shall be authorized to award all remedies permitted by the substantive law that would apply if the action were pending in court. Subject to the foregoing, the arbitration award shall provide only such relief as a court of competent jurisdiction could properly award under applicable law, and, in each case, shall award to the prevailing party all of its cost and fees. "Cost and Fees" means all reasonable pre and post award expenses of arbitration, including attorney fees, arbitrator's fees, administrative fees, travel expenses, out of pocket expense, court cost and witness fees. The award will be in writing, will be signed by the arbitrator and will include a statement regarding the reasons for the disposition of each and every Claim raised during the arbitration.

NO CONSOLIDATION OF ACTIONS OR CLASS ACTIONS

There will be no class Claim (i.e., Claims by or on behalf of others will not be considered in or consolidated with the arbitration proceedings between you and us).

OTHER ACTIONS AVAILABLE; NO WAIVER OF RIGHT TO ARBITRATE

This Agreement does not limit your or our right, whether before, during or after the pending of any arbitration proceeding, to exercise self help remedies such as the right to set off or to obtain provisional or ancillary remedies or injunctive or other traditionally equitable relief (other than a stay of arbitration) necessary to protect the rights or property of the party seeking relief pending the arbitrator's determination of the merits of the claim. The taking of any of the actions described in the preceding sentence by either party or the filing of a court action by a party shall not be deemed to be a waiver of the right to demand arbitration of a Claim asserted as a counterclaim or the like in response to any such action.

SURVIVABILITY

The foregoing "Dispute Resolution" provisions, in which you and we have agreed to arbitrate disputes, will survive the termination of your relationship with us, whether evidenced by this agreement or otherwise.

DISPUTE RESOLUTION SUMMATION

YOU ACKNOWLEDGE THAT YOU HAVE READ CAREFULLY THIS PROVISION IN WHICH YOU AND WE HAVE AGREED TO ARBITRATE DISPUTES. YOU UNDERSTAND THAT THIS PROVISION LIMITS OR WAIVES CERTAIN RIGHTS YOU MAY HAVE WITH REGARD TO CLAIMS THAT YOU ARE AGREEING TO ARBITRATE IN ACCORDANCE WITH THIS PROVISION.

YOU UNDERSTAND THAT YOU ARE WAIVING YOUR RIGHT TO BRING A COURT ACTION AND TO HAVE A TRIAL BY JURY. YOU FURTHER UNDERSTAND AND ACKNOWLEDGE THAT THERE WILL BE NO CLASS ACTION CLAIMS IN ARBITRATION. YOU FURTHER AGREE THAT DISCOVERY OR THE ABILITY TO OBTAIN INFORMATION FROM THE OTHER PARTY MAY BE MORE LIMITED IN THE ARBITRATION PROCESS THAN IN A COURT PROCEEDING, AND THE RIGHT AND GROUNDS OF APPEAL FROM AN ARBITRATOR'S AWARD ARE MORE LIMITED THAN IN AN APPEAL FROM A COURT JUDGMENT. YOU ALSO UNDERSTAND THAT CERTAIN OTHER RIGHTS YOU HAVE IN A COURT PROCEEDING ALSO MAY NOT BE AVAILABLE IN ARBITRATION.

19. AMENDMENT

We may change the terms of this Agreement by giving you written notice at least thirty (30) days prior to the effective date of the change. However, if the change is made for security purposes, we can implement it without prior notice. Notices are mailed to the address that you provide. We are not responsible for lack of notification or losses resulting from your failure to notify us of any address changes or corrections.

20. TERMINATION

We reserve the right to terminate this Agreement or any of the services that are described herein by giving you written notice. You may, at any time terminate this Agreement, or any of the services to which you subscribe by giving us written notice. Termination will not affect any of our rights or your obligations arising under this Agreement prior to termination.