

Blue Elite Visa® Prepaid Card

Terms of Use

Version 1

Comerica Bank (“we”, “us” and “Bank”) is providing you with these terms (“Terms”) and the enclosed Visa® (“Card”) because you have agreed to accept certain one time or recurring payments by means of this Card. You may accept certain one-time or recurring payments from your employer(s), certain government agencies, or via transfer from another cardholder in your cardholder network (each a “Payor”) by means of the Card. This agreement describes your rights and obligations with respect to the Card. If you do not agree with these Terms, you should not activate the Card. You can destroy it by cutting it in half.

YOU CANNOT USE THE ENCLOSED CARD UNTIL YOU ACTIVATE THE CARD AND SELECT OR RECEIVE YOUR PERSONAL IDENTIFICATION NUMBER (PIN).

By selecting your PIN and activating the Card in accordance with the instructions accompanying this form, you will be agreeing to abide by these Terms. Your use of the Card will further attest to your agreement to abide by these Terms.

1. Payments to You. An account has been established with us to receive payments to you. We will make funds available to you in the amounts received from the Payor, and you will be able to access those funds with the Card.

2. Personal Identification Number (PIN). The Card cannot be used at automated teller machines (“ATMs”) and some point-of-sale (“POS”) terminals without the PIN. You may be asked to sign a sales slip or provide identification, rather than enter your PIN, for certain POS transactions. At some merchants, such as gas stations, you may not be required to sign your name or enter your PIN.

3. Card Transactions. You can use your Card to make purchases at POS terminals, and merchant locations that accept Visa debit cards. With your PIN, you may use your Card to obtain cash from any ATM or any POS device, as permissible by merchant, that bears the Visa®, Plus®, Maestro®, Interlink®, Allpoint®, MoneyPass®, and Accel/Exchange® Acceptance Mark. When you use the Card to initiate a transaction at certain merchants, such as hotels, a hold may be placed on your available Card funds for an amount equal to or in excess of your ultimate transaction. The held funds will not be available to you for any other purpose. Any excess will be released for your use when the transaction is finally settled.

Cash refunds will not be made to you for POS purchases. If a merchant gives you a credit for merchandise returns or adjustments, it may do so by processing a credit adjustment, which we will apply as a credit to your Card account.

We may refuse to authorize a Card transaction if: (a) it would exceed the amount available for your use; (b) the Card is reported lost or stolen; (c) we believe the Card is counterfeit; or (d) we are uncertain whether the transaction is authorized by you or permitted by law. We may temporarily “freeze” the Card and attempt to contact you if we note transactions that are unusual or appear suspicious.

You may not use the Card to perform transactions that exceed the amount of funds made available to you. There may be occasions when deposits are posted to your account in error, or funds added that do not belong to you. You are not authorized to spend these funds because the Payor has not authorized us to make these funds available through the Card. In such events, this error will be corrected once discovered and funds will be adjusted in your account. Should the adjustment result in your account becoming negative, a notice letter will be sent to you explaining the error and the reason for the adjustment. If you have spent the funds before the error is identified, the amount to be repaid may be automatically deducted from future payments to your account as

described in Section 9 of this document. Your Card must not be used for any unlawful purpose (for example, to facilitate Internet gambling). You agree not to use your Card or funds for any transaction that is illegal. We reserve the right to deny transactions or authorizations from merchants apparently engaging in the Internet gambling business or identifying themselves through transaction records or otherwise as engaged in such business. You may also stop payment on a preauthorized recurring payment by either calling us or writing us at least three business days before the date of the payment.

Please be advised that you may experience difficulties using the Card at: unattended vending machines and kiosks; gas station pumps (you may go inside to pay); and certain other merchants, such as rental car companies, where a preauthorized amount may be held until a final bill is rendered.

4. Card and PIN Security. You agree not to give or otherwise make the Card or PIN available to others. For security reasons, you agree not to write your PIN on the Card or keep it in the same location as the Card. The Card is our property and must be returned to us upon request.

5. Fees. Fees imposed by us will be deducted from the Payments credited to your Card and are described below. Fees are subject to change.

SCHEDULE OF CARDHOLDER FEES		
FEE CATEGORY	FEE TYPE	FEE AMOUNT Per Transaction or Request
Set-Up or Activation Fees	Card Issued	No Charge
Get Cash	In-Network ATM* Withdrawal	No Charge*
	Out of Network ATM Withdrawal*	\$1.75*
	International ATM Withdrawal	\$3.50*
	Cash Back at a Store	No Charge
	Teller Assisted Cash Withdrawal	No Charge
Spend Money	Purchase	No Charge
	International Purchase	\$1.00
Access Information	Text Alerts	No Charge ²
	Web or Customer Service	No Charge
	Single Paper Statement (first request each month)	No Charge
	Single Paper Statement (additional requests)	\$1.50 per statement
	Balance Inquiry at In-Network ATM*	\$0.50*
	Balance Inquiry at Out of Network ATM*	\$0.50*
	Balance Inquiry at International ATM	\$1.00*
Other Transactions	Send funds to a cardholder in network	No Charge
	Send all funds to your bank account	No Charge
	Bill Pay Transaction	\$0.99

Other Services	Custom Card Purchase	\$9.95
	Card Replacement—Lost/Stolen Card	\$10.00 ¹
	Expedited Card Replacement	\$35.00
Penalties	ATM Withdrawal Decline	\$0.50
	International ATM Withdrawal Decline	\$1.00
	Any Purchase Decline	\$0.50
	Teller Assisted Cash Withdrawal Decline	\$0.50
	Bill Pay Reversal	\$0.49
MAINTENANCE OR INACTIVITY FEES		
Inactivity Fee—Where allowed by law, A \$5.00 fee will be charged during each month in which there has been no cardholder-initiated, balance changing transactions for at least 188 days.		
U.S. POSTAL SERVICE MONEY ORDER REBATE		
You may purchase US Postal Service money orders with your Card, subject to fees charged by the US Postal Service. Once after a payment is received and funds are loaded to your card , you will receive an automatic rebate of the USPS money order fee. The rebate will be applied to your account at the time of your money order purchase.		
* In-Network and Out of Network ATMs		
ATM's operated by Allpoint, Comerica Bank, or MoneyPass are “In Network” for you. All other ATMs are “Out-of-Network”. Please note, when you use an ATM not operated by us for cash withdrawals or balance inquiries, the ATM owner may charge you an additional fee.		
Additional Notes		
¹ No charge for expired or damaged card replacement. ² Standard text messaging rates will apply. Please check with your cell phone carrier and inquire about fees your carrier may associate with Text Alerts.		

6. Foreign Currency Transactions. If you obtain cash or perform an ATM or POS transaction in a currency other than U.S. dollars, the merchant or Visa® will convert the amount of the transaction into U.S. dollars to be charged to your Card. Under the currency conversion procedure that Visa® uses, the non-U.S. dollar transaction amount is multiplied by a currency conversion rate to determine its equivalent in U.S. dollars. The currency conversion rate that Visa® typically uses is either a government-mandated rate, or a rate selected from a range of rates available in the wholesale currency markets (NOTE: this rate may be different from the rate Visa® itself receives). The conversion rate may be different from the rate in effect on the date of your transaction and the date it is posted to your Card.

7. Record of Your Available Funds and Transactions. You can get a receipt at the time you perform a transaction at an ATM or POS terminal. You may obtain information about the amount of funds available through the Card by calling the Customer Service Center toll free at 1-877-336-6263 or by visiting www.myblueelite.com. From the web site you can select and print monthly statements for tracking the transactions posted to your Card account. You also have the right to receive a written summary of transactions for the 60 days preceding your request by calling us at 1-877-336-6263 .

8. Lost or Stolen Card/Pin. If you believe the Card or PIN has been lost or stolen or that someone has transferred or may transfer money from your Card account without

your permission, call us at 1-877-336-6263 , or write to us at Cardholder Services, P O Box 551617, Jacksonville, FL 32255 with details.

9. Adjustments to Your Account Balance. There are occasions when adjustments will be made to your account to reflect a merchant adjustment, resolve a cardholder dispute regarding a transaction posted to your account, or to adjust entries or deposits posted in error. These processing entries could cause your account to have a negative balance. If so, you agree to repay us the amount of any transaction(s) that exceed the authorized amount or causes your account to go negative, either from future payments credited to your account or by personal check or money order. Unless paid by personal check or money order, the amount to be repaid may be automatically deducted from future payments credited to your account.

10. In Case of Errors or Questions About Your Transactions. If you think an error has occurred in connection with your Card account, call us at 1-877-336-6263 or write us at the address provided in this Section 10 as soon as you can.

You must report an error within 60 days after the earlier of the date you electronically access your 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. If electronic access to your Card account is not available or if you have not received a written statement, we must hear from you within 120 days the transfer was credited or debited from your account. You may request a written history of your transactions at any time by calling us at 1-877-336-6263 or writing us at Cardholder Services, P O Box 551617, Jacksonville, FL 32255.

You will need to tell us:

- (1.) Your name, address, telephone number and Card number.
- (2.) Why you believe there is an error, and the dollar amount involved.
- (3.) Approximately when the error took place.

If the error cannot be resolved over the phone, we will mail you a Request for Investigation form to complete and return. You must return the form within 10 days to Cardholder Services, P O Box 551617, Jacksonville, FL 32255.

We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your Card within 10 business days for the amount you think is in error, so that you will have 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 it within 10 business days, we may not credit your Card. For errors involving POS or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

If you need more information about our error-resolution procedures, call us toll-free at 1-877-336-6263 .

11. Your Liability. Tell us AT ONCE if you believe your Card or PIN has been lost or stolen. Telephoning is the best way of keeping your possible losses down. You could lose all the money associated with your Card. If you tell us within two business days, you can lose no more than \$50 if someone used your Card or PIN without your permission. If you do NOT tell us within two business days after you learn of the loss or theft of your Card or PIN, and we can prove that we could have stopped someone from using your Card or PIN without your permission if you had told us, you could lose as much as \$500.

Note: You will not be liable for the \$50 or \$500 amounts stated above for transactions where your PIN is not used to verify your identity if you have not reported two or more incidents of unauthorized use in the immediately preceding 12 months, your Card is in good standing, and you have exercised reasonable care in safeguarding your Card from risk of loss or theft.

Also, if the written transaction history or other Card transaction information provided to you shows transfers that you did not make, tell us at once. If you do not tell us within 60 days after the transmittal of such information, 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. If a good reason (such as a long trip or a hospital stay) kept you from notifying us, we will extend the time periods.

We will cancel your Card if it is reported to us as lost, stolen or destroyed. Once your Card is canceled, you will have no liability for further transactions involving the use of the canceled Card.

12. Our Liability. If we do not complete an electronic fund transfer to or from the Card on time or in the correct amount according to these Terms, we may be liable for your losses or damages. There are some exceptions, however. We will not be liable, for instance, if:

- Through no fault of ours, you do not have enough available funds on the Card to perform the transaction;
- Circumstances beyond our control (such as fire, flood, water damage, power failure, strike, labor dispute, computer breakdown, telephone line disruption, or a natural disaster) prevents or delays the transfer, despite reasonable precautions taken by us
- The system, ATM or POS terminal, was not working properly and you knew about the problem when you started the transaction;
- The Payor has not authorized us to make the necessary funds available through the Card;
- The funds available through the Card are subject to legal process or are otherwise not available for withdrawal; or
- The transaction cannot be completed because the Card is damaged.

13. Limitation of Time to Sue. An action or proceeding by you to enforce an obligation, duty or right arising under these Terms or by law with respect to the Card or the Card service must be commenced within twenty four (24) months after the cause of action accrues.

14. Waiver of Right to Jury Trial. If you have a problem with the Card or the Card service, please bring it to our attention immediately. In most cases, a telephone call will quickly resolve the problem in a friendly, informal manner. If a dispute cannot be resolved informally, you or we may file an action. You and we each give up the right to a trial by a jury to resolve each dispute, claim, demand, cause of action, and controversy between you and us arising out of, or relating to the Card or this service. This includes, without limitation, claims brought by you as a class representative on behalf of others, and claims by a class representative on your behalf as a class member (so called "class action" suits).

15. Cardholder Identity. To help the government fight the funding of terrorism and money laundering activities, Federal law requires that identifying information be obtained for each person who obtains a Card.

16. Privacy. We may obtain nonpublic personal information about you (e.g., your name, address, telephone number, social security number, and date of birth) from you in order to verify your identity. We do not release personal nonpublic financial information obtained in connection with this Card program about current or former Cardholders to anyone, except: to process a transaction at your request; to the Payor or its agent in

connection with the account that funds Card payments; where it is necessary or helpful in effecting, administering, or enforcing a transaction; to comply with a law, regulation, legal process or court order; to local, state and federal authorities if we believe a crime may have been committed involving a Card; or as otherwise permitted by law. We restrict access to nonpublic personal information about you to those employees who need to know that information to provide products and services to you. We maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

17. Business Days. Banking business days are Monday through Friday, excluding holidays.

18. Assignment. You may not assign your rights or obligations in connection with these Terms, the funds available to you through the Card, or the Card itself to others. We may assign our rights and obligations under these Terms to others without prior notice to you or your consent.

19. Severability/Waiver. If any provision of these Terms is deemed unlawful, void, or unenforceable, it will be deemed severed from these Terms and shall not affect the validity and enforceability of the remaining provisions. We may delay enforcing our rights under these Terms without losing them. Any waiver by us will not be deemed a waiver of other rights or of the same right at another time.

20. Governing Law. These Terms will be governed by and construed in accordance with the laws of the State of Michigan, without reference to its conflict of law principles.

21. Legal Process. We may comply with any subpoena, levy or other legal process which we believe (correctly or otherwise) to be valid. We may notify you of such process by telephone, electronically or in writing. We may honor legal process that is served personally, by mail, or by facsimile transmission at any of our offices (including locations other than where the funds, records or property sought is held), even if the law requires personal delivery at a different location.

22. Change in Terms. We may add to, delete or change these Terms at any time by providing you with notice of the change as required by law.

23. Termination. We may suspend or terminate your use of the Card with or without cause at any time by providing you with prior notice. We may terminate or suspend your use of our Card and this service immediately if: you breach these Terms or any other agreement with us; we have reason to believe that there has been or may be an unauthorized use of your available Card funds, Card or PIN; or there are conflicting claims to your available Card funds. You may terminate your use of the Card and these Terms without cause at any time by providing us with prior written notice. You also should notify the Payor of the termination and make other arrangements for future payments.

24. FDIC Insured. The funds associated with the Card are insured by the Federal Deposit Insurance Corporation to the extent provided by law.

*The Blue Elite Visa® Prepaid Card is issued by Comerica Bank pursuant to a license from Visa U.S.A. Inc.