



## Terms and Conditions

Usage of the Stored Value Card constitutes agreement to the Terms and Conditions set forth herein.  
Do not tell anyone your PIN. You will be responsible for all transactions using your PIN and initiated with the card or the card number.

This stored value card cardholder agreement together with disclosures made in compliance with the Electronic Fund Transfer Act ("EFTA Disclosures") and the Bank's privacy policy statement (collectively, this "Agreement") is the contract between you and the Bank for your STORED VALUE CARD ("the Card"). Please read this Agreement carefully and retain it for your records.

These RELOADABLE STORED VALUE CARD TERMS AND CONDITIONS OF USE (this "Agreement") constitute our disclosure to you and an agreement between you and us with respect to our issuance and your use of the prepaid reloadable stored value card ("Card"). Your Card allows electronic access to an account (the "Card Account") maintained by us that is linked to your Card. With the Card, you can access your prepaid funds at certain automated teller machines ("ATMs") and merchant point-of-sale ("POS") locations.

In this Agreement, the words "you" and "your" each mean the Cardholder. "Bank" means Innovative Bank, a nationally chartered bank located in California, which will issue the Card. "Company" means the entity marketing, selling, managing and maintaining the Card. "Cardholder" means an individual who has activated and/or used the Card. Stored Value Card shall mean the plastic electronically encoded stored value card issued as a result of your purchase for such card. "Merchant" shall mean each distribution agent and retail outlet at which the Company, at its sole and absolute discretion, provides Cards for sale to consumers. Merchants are not agents or representatives of Bank or Company and have no authority with respect to the Cards. "Registered User" means a person the Cardholder registers and authorizes to use the Card in accordance with procedures provided by the Company. "We," "us," and "our" each means Bank, and/or Company, which is the third party that administers and distributes the Card, that provides certain support and marketing services for the Card, and that will receive all fees (See "Schedule of Fees and Charges") paid under this Agreement, or anyone we assign our rights to.

This Card is our property 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. Treat this card like cash.

This Agreement shall be governed by applicable federal law, and the rules and regulations. To the extent federal law is not applicable, the laws of the State of California 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 waive any of the provisions or conditions 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.

**Section 1: CONTACT INFORMATION.** You may call us toll free 24 hours a day, 7 days a week or find us on the web. In addition, you may write us at: Data Processing Center, 15385 Oxnard St., Floor 2, Van Nuys, CA 91411.

**Section 2. USING YOUR CARD.** Unless the instructions you receive with your Card indicate otherwise, your Card will be activated when it is initially loaded with funds that are credited to your Card Account. You may use your Card only after your Card is activated. Using your Card and PIN, you may withdraw cash from any of the more than 780,000 ATMs worldwide. You may also use your Card to purchase goods and services at millions of participating merchant locations worldwide. If you qualify, you may reload your Card with electronic funds transfers you initiate on the Internet. You may change your PIN, check your balance and transaction activity, and initiate other customer service requests by calling our Customer Service toll-free number or visiting the website. Any entity honoring your Card will 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. Upon any ATM withdrawal or purchase via a POS device, or other purchase transaction, the amount available on the Card shall be reduced by the amount of such withdrawal or purchase. You may use your Card only in the manner and for the purposes authorized by this Agreement. We may restrict access to your Card Account if we notice suspicious activities. If access is denied, you should contact us so that we can discuss and rectify any problems. You are responsible for all authorized transactions using your PIN and initiated with the Card or your Card number.

**Card Activation and PIN Selection.** Your Card comes with a pre-selected PIN and will be activated automatically at the time you first load your Card. You can select a new PIN by calling our Customer Service toll-free number and following the instructions to select a new PIN of your choice. A fee in the amount indicated on the schedule set forth will be imposed each time you select a new PIN and your new PIN will become active immediately. You will be required, for validation purposes, to provide the originally selected PIN. You will need your PIN to access your funds at ATMs, or for purchases. Be sure to choose a PIN that is easy for you to remember but difficult for someone else to guess. Do not tell anyone your PIN. You will be responsible for all transactions using your PIN and initiated with the card or the card number.

**Card Reloading.** You can reload your Card by crediting your Card Account at participating merchant locations. You can also reload your Card on the Internet by

initiating an electronic funds transfer after entering the required funding account information using the online form available at the website. A maximum amount of \$2,500.00 may be loaded to your Card Account daily and your Card Account may not exceed \$9,700 per calendar month.

**Moving Funds to Other Cards.** You may move funds from your Stored Value Card to another of our Stored Value Cards by initiating a funds transfer after entering the required account information using the online form or by calling our Customer Service toll-free number and following the instructions.

**ATM Usage.** Your use of the Card for withdrawals of cash from ATMs is limited by the balance of prepaid funds available in your Card Account and limits set by the local ATM operator and/or network. Accordingly, you agree not to make withdrawals that exceed the balance available in your Card Account or the daily withdrawal limit. Upon any withdrawal of cash from an ATM, the balance of your Card Account will be reduced by the amount of such withdrawal. You do not have the right to stop payment on any ATM transaction originated by use of your Card.

**Foreign Exchange.** If you use your Card at an ATM in a foreign country, each transaction will be converted to U.S. dollars at a rate we determine based on the rate that exists on the date of exchange at a major financial market near to the place where the exchange is made. We do not control the exchange rate or the date or place of exchange.

**POS usage.** You may use your Card to pay for purchases at retail establishments that have agreed to accept the Cards for payment which display the logos on the back of your card. The balance of prepaid funds available in your Card Account limits your use of the Card for purchases. Therefore, you agree not to make purchases that exceed the balance available in your Card Account. Upon any purchase made using the Card, this balance shall be reduced by the amount of such purchase. The use of your Card to purchase goods and services constitutes a simultaneous withdrawal from the value stored in your Card Account, even though the transaction may not actually be posted to the Card Account until a later date. You do not have the right to stop payment on any purchase transaction originated by use of your Card. We are not responsible for any injury to you or to 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.**

**Balance and Activity Information.** You can review your Card Account balance and activity records by calling our Customer Service toll-free number or visiting the website. This information is available to you 24 hours a day, 7 days a week. You can also obtain Card Account balance information at participating STAR® and Plus® ATMs.

**PIN Protection.** You agree to take all necessary steps to protect your PIN and never disclose your PIN to anyone, not even a bank, company or processor employee. For security purposes, never write your PIN on the Card and never carry a record of your PIN in your purse or wallet. If you permit someone else to handle your Card and you give that person your PIN, we will treat this as if you had authorized the person given your PIN the right to use your Card and you will be responsible for any transactions initiated by such person with your Card. Treat the card like cash.

**Card Expiration.** You may use the Card only through the expiration date. Without limiting the generality of the foregoing, if you attempt to use the Card after the expiration date, transactions will not be processed.

**Business Days.** Our business days are Monday through Friday, excluding federal and legal banking holidays in the State of California.

**Change of Terms.** Subject to the limitations of applicable law, we may at any time change or remove any of the terms and conditions of or add new terms or conditions to this Agreement. We will post notice of any such change on the website. As of the effective date included in any notice, the changed or new terms will apply to the Card, including, without limitation, all future transactions made using the Card. Notwithstanding the foregoing, advance notice of any change may not be given if it is necessary to make any such change immediately in order to maintain or restore the security of the Card or any related payment system. If any such change becomes permanent and disclosure to you of the change would not jeopardize the security of the Card or any related payment system, notice will be provided on the website within thirty (30) days of making the change.

**Fees and Charges.** We will charge you the fees and charges set forth on the Schedule of Fees and Charges outlined and incorporated herein by reference. All fees and charges will be deducted automatically from the Card Account balance at the time the fee or charge is incurred.

**Unclaimed Property.** If we have no record of transactions on the Card for several years, applicable law requires us to report the Card as unclaimed property.

**Card Information.** The current available balance on your Card and descriptions of debits and credits thereto will be available to you as soon as practical after the settlement of each transaction. To obtain information call our Customer Service toll-free number or visit the website.

**Section 3. CHARGES AND FEES.** Monthly Fees. There is a monthly fee in the amount indicated on the schedule set forth for each Card. The first month's fee is paid upfront at the time of your first deposit. Subsequent monthly fees will be deducted from the balance in your Card Account at the time the fee becomes due. Monthly fees are generally due at the beginning of each month.

Card Reload Fees. There is a fee imposed for the initial value load made to the Card Account and a fee for each reload made to your Card Account. The amounts of such fees are indicated on the schedule set forth.

ATM Surcharges. An ATM or its operator may impose a surcharge for your use of its ATM. The amount of the surcharge will be disclosed at the ATM. Any such surcharge will be deducted from the balance of your Card Account, along with the amount of the withdrawal performed at the ATM.

ATM Fees. ATM transactions may be performed using your Card subject to an ATM Fee per withdrawal or decline in the amount indicated on the schedule set forth.

ATM Balance Inquiries Fees. A fee in the amount indicated on the schedule set forth will be imposed for each request made by you for a balance inquiry at an ATM machine.

Funds Transfer Fees. You may move funds from your Card to another of our Stored Value Card accounts by initiating a funds transfer subject to a Funds Transfer fee in the amount indicated on the schedule set forth.

Returned Item Fees. A fee in the amount indicated on the schedule set forth may be imposed for each initiated transfer of funds to your Card Account that is returned to us unpaid. Any such fee will be deducted from the balance of your Card Account, along with the amount of the transfer.

Overdraft Fee. A fee in the amount indicated on the schedule set forth will be imposed in the event your Card Account has a negative balance.

**Section 4. 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 transfers; or
- In order to comply with government agency or court orders; or
- To our employees, auditors, affiliates, service providers, attorneys or collection agents in the course of their duties.

**Section 5. OTHER DOCUMENTATION.** Terminal Receipts. You will receive a receipt at the time you use your Card to make any withdrawal at an ATM or any purchase at a retail merchant establishment.

**Section 6. ACCESS TO INFORMATION.** You may also display an activity report by calling our Customer Service toll-free number or visiting the website.

**Section 7. PREAUTHORIZED TRANSFERS.** You will not be able to make preauthorized regular payments from your Card Account.

**Section 8. OUR LIABILITY.** If we do not complete a transfer to or from your Card Account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages to the extent of the amount to be transferred. However, there are some exceptions. We will not be liable, for instance:

- If through no fault of ours, an ATM or a merchant refuses to honor your Card.
- If through no fault of ours, you do not have enough money in your Card Account to make the withdrawal or purchase.
- If the ATM where you are making a withdrawal does not have enough cash.
- If the terminal or system was not working properly and you knew about the breakdown when you started the transaction.
- If circumstances beyond our control (such as flood, fire or other natural or man made disasters) prevent the transfer, despite reasonable precautions that we have taken.

There may be other applicable exceptions.

**Section 9. AMENDMENT.** We may change the terms of this Agreement by giving you written notice required by law prior to the effective date of the change. However, if the change is made for security purposes or as a result of changes in fees, changes or costs imposed by any party other than us, we can implement it without prior notice.

**Section 10. LEGAL COSTS.** If we are required to undertake legal proceedings against you because you fail to comply with the terms of this Agreement, you must pay our reasonable attorneys' fees and other costs of the proceedings. Your responsibility for fees and costs shall in no event exceed the maximum amount allowed by law.

**Section 11. TERMINATION.** We reserve the right to terminate this Agreement or any of the services that are described herein in the event we choose to discontinue this Stored Value Card program. If we discontinue honoring your Card, you should call our Customer Service toll-free number for further instructions. Termination will not affect any of our rights or your obligations arising under this Agreement prior to termination.

**Section 12. CONSENT TO JURISDICTION.** You consent and submit to the exclusive jurisdiction of the state and federal courts located in Los Angeles, California in all controversies arising out of or in connection with your use of the Card and this Agreement.

**Section 13. VOID WHERE PROHIBITED.** Not all services described in this Agreement are available to all persons or at all locations. We reserve the right to limit, at our sole discretion, the provision of any such services to any person or in any location. Any offer of a service in this Agreement shall be deemed void where prohibited.

**Section 14. NON-ASSIGNABILITY.** You may not assign or transfer this Agreement or any of your respective rights, obligations, duties, responsibilities or liabilities under this Agreement, and any attempt to the contrary shall be null and void. This Agreement shall be binding on you and your respective executors, administrators, and permitted assigns.

**Section 15. ENTIRE AGREEMENT.** This Agreement sets forth the entire understanding and agreement between you and us, whether written or oral, with respect to the subject matter hereof and supersedes any prior or contemporaneous understandings or agreements with respect to such subject matter.

**Section 16. SECTION HEADINGS.** Section headings in this Agreement are for convenience of reference only, and shall not govern the interpretation of any provision of this Agreement.

**Section 17. SEVERABILITY.** If any of the terms of this Agreement, are invalid, changed by applicable law or declared invalid by order of court or regulatory authority, the remaining terms of this Agreement shall not be affected, and this Agreement shall be interpreted as if the invalid terms had not been included in this Agreement.

**DISCLAIMER OF WARRANTIES.** EXCEPT AS EXPRESSLY OTHERWISE PROVIDED IN THIS AGREEMENT, WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND TO YOU, WHETHER EXPRESS OR IMPLIED, REGARDING THE CARD, CUSTOMER SERVICE FUNCTIONS, OR ANY OTHER SUBJECT MATTER OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**LIMITED LIABILITY.** EXCEPT AS OTHERWISE EXPRESSLY REQUIRED BY THIS AGREEMENT OR APPLICABLE LAW, WE WILL NOT BE LIABLE TO YOU FOR PERFORMING OR FAILING TO PERFORM ANY OBLIGATION UNDER THIS AGREEMENT UNLESS WE HAVE ACTED IN BAD FAITH. WITHOUT LIMITING THE FOREGOING, WE WILL NOT BE LIABLE TO YOU FOR DELAYS OR MISTAKES RESULTING FROM ANY CIRCUMSTANCES BEYOND OUR CONTROL, INCLUDING, WITHOUT LIMITATION, ACTS OF GOVERNMENTAL AUTHORITIES, NATIONAL EMERGENCIES, INSURRECTION, WAR, RIOTS, TERRORIST ACTS, FAILURE OF MERCHANTS TO HONOR THE CARD, FAILURE OF MERCHANTS TO PERFORM OR PROVIDE SERVICES, FAILURE OF COMMUNICATION SYSTEMS, OR FAILURES OF OR DIFFICULTIES WITH OUR EQUIPMENT OR SYSTEMS. NOT IN LIMITATION OF THE FOREGOING, WE WILL NOT BE LIABLE TO YOU FOR ANY DELAY, FAILURE OR MALFUNCTION ATTRIBUTABLE TO YOUR EQUIPMENT, ANY INTERNET SERVICE, ANY PAYMENT SYSTEM OR ANY CUSTOMER SERVICE FUNCTION. IN THE EVENT THAT WE ARE HELD LIABLE TO YOU, YOU WILL ONLY BE ENTITLED TO RECOVER YOUR ACTUAL DAMAGES. IN NO EVENT SHALL YOU BE ENTITLED TO RECOVER ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY OR SPECIAL DAMAGES (WHETHER IN CONTRACT, TORT OR OTHERWISE), EVEN IF YOU HAVE ADVISED US OF THE POSSIBILITY OF SUCH DAMAGES.

**Section 18. ARBITRATION OF DISPUTES:** Except as expressly provided below, any controversy that arises out of or is related to (a) your Card; or (b) any service relating to your Card; or (c) any agreement or instrument relating to your Card or any such service; or (d) any breach of any of the foregoing, whether based on statute, contract, tort or any other legal theory, in which the aggregate amount in controversy for all claimants exceeds \$2,500 including interest and attorneys' fees (any "Claim") will be settled on an individual basis by binding arbitration under the Federal Arbitration Act ("FAA"). Judgment on the arbitration award may be entered in any court having jurisdiction. Any dispute regarding whether a particular controversy is subject to arbitration will be decided by the arbitrator(s). If any part of the damages or other relief requested is not expressly stated as a dollar amount, the controversy will be a Claim that is subject to arbitration. You, Bank and Company acknowledge and agree that the transactions contemplated by the Card, and any controversy that may arise under or relate to the Card or the services or this Agreement, involve "commerce" as that term is defined and used in the FAA. The arbitration will be administered by the American Arbitration Association (the "AAA") under its Commercial Arbitration Rules (the "Arbitration Rules"). We will tell you how to contact the AAA and how to get a copy of the Arbitration Rules without cost if you ask us in writing to do so. The Arbitration Rules permit you to request deferral or reduction of the administrative fees of arbitration if paying them would cause you a hardship. Any in-person arbitration hearing will be held in Los Angeles, California.

Each arbitrator shall be a licensed attorney who has been 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. The arbitration award shall award only such relief as a court of competent jurisdiction could properly award under applicable law, including attorneys' fees if allowed by applicable law or agreement, and may award to the prevailing party all pre- and post-award expenses of arbitration. All statutes of limitation, defenses, and attorney-client and other privileges that would apply in a court proceeding will apply in the arbitration. The filing of a demand for arbitration in accordance with the Arbitration Rules will be deemed the commencement of an action for purposes of any applicable statute of limitations. There will be no class Claims -- Claims by or on behalf of other persons

will not be considered in or consolidated with the arbitration proceedings between you, Bank and Company.

The Card does not limit the right of you or us, whether before, during or after the pendency of any arbitration proceeding, to exercise self-help remedies such as the right of 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 any Claim asserted as a counterclaim or the like in response to any such action. This provision in which you, Bank and Company have agreed to arbitrate disputes will survive the termination of your relationship with Bank and Company, whether evidenced by this Agreement or otherwise. You acknowledge that you have read carefully this provision in which you, Bank and Company have agreed to arbitrate disputes. You understand that this provision limits or waives certain of your rights. With respect to claims that you are agreeing to arbitrate pursuant to this provision, you understand that you are waiving your right to bring a court action and to have a jury trial. You understand that there will be no class claims in arbitration. You further understand that discovery may be more limited in arbitration than in a court proceeding, and the right and grounds to appeal from an arbitrator's award are more limited than in an appeal from a court judgment. In addition, you understand that certain other rights you have in a court proceeding also may not be available in arbitration.

## Fee Schedule

Description	Fee	To Charity
Card Issuance	\$9.95	\$5.00
Monthly Maintenance	\$3.95	\$2.00
Domestic ATM Fees *	\$1.50	\$0.25
International ATM Fees *	\$3.50	\$1.00
Card-to-Card Funds Transfer	\$1.50	\$0.50
Card-to-ACH (Bank) Transfer	\$1.50	\$0.50
ATM Balance Inquiry	\$1.00	n/a
Debit POS Fee	FREE	n/a
Web/IVR Balance Inquiry	FREE	n/a
Re-load in Cash	\$3.95	n/a

Returned Item Fee	\$25.00
Overdraft Fee	\$25.00
Account Closure/Liquidation	\$25.00
Express Shipping	\$25.00
Monthly Maximum Load/Reload	\$2500.00
Daily Maximum Load/Reload	\$1000.00

*\*Fees may also be imposed by the local ATM provider and are in addition to the stored value card fee.*