

**INSIGHT VISA® PREPAID RELOADABLE CARD
CARDHOLDER AGREEMENT**

Your Insight Visa® Prepaid Card Fee Summary			
Purchase Plan Options	Pay As You Go	Gold Plan	Platinum Plan
Monthly Fee	None	\$9.95 per month without Direct Deposit	\$5.00 per month with Direct Deposit
Signature Purchase Transaction Fee	\$1.00	None	None
PIN Purchase Transaction Fee	\$2.00	\$1.00	\$1.00
Foreign Transaction Fee	3% of the U.S. dollar amount of the purchase transaction with \$1 minimum		
Withdraw Cash:			
Cash Back with PIN Purchase	None. Select "Debit" and enter your PIN to get cash back when making a purchase. PIN purchase transaction fee applies.		
Domestic ATM Withdrawal Fee	\$2.50 per withdrawal		
International ATM Withdrawal Fee	\$2.50 per withdrawal, plus the Foreign Transaction Fee		
Over-the-Counter Cash Withdrawal Fee	3% of transaction with \$5 minimum		
Add Money:			
Cash Load Fee	Fee may be assessed by a third party and may vary by location.		
Card-to-Card Transfer Fee	\$1.00 each		
Direct Deposit	None		
Mobile Check Load Fee [†]	Fee may be assessed by 3 rd Party Service Provider		
Manage Your Account:			
Balance Inquiry	<ul style="list-style-type: none"> • None using online account access • None using toll-free automated service. • None using automated text or e-mail alerts • \$1.00 each via ATM 		
Live Agent Customer Service Call Fee	\$1.00 each		
Check Refund, Paper Communication, or Statement	None		
Secondary Card, Replacement Card, or Custom Card Fee	\$9.95 per card		
Text and E-mail Alerts ^{††}	None		
Make Payments:			
Online Bill Payment	None		
Convenience Check Authorization Fee	\$1.00 each		
Convenience Check Reorder	\$5.00 for 12 checks		
Check Stop Payment Request or Unauthorized Check Fee	\$25.00 each		
Caution:			
Account Inactivity Fee ^{**}	\$3.95		
ACH Debit Return Fee	\$5.00 each		
ATM* & Purchase Decline Fee	\$1.00 each		
Overdraft Protection Program Fee (This optional service has Cardholder activation and eligibility requirements.)	\$15.00 per overdraft occurrence (maximum of 3 fees per calendar month).		
<small>* ATM owner fees may apply. [†] Fees may be assessed by the Service Provider. Please consult the terms and conditions of the provider upon enrollment. ^{††} Standard message and data rates may apply. ^{**} May apply to <i>Pay-As-You-Go Plan</i> after 90 days of no activity, which includes purchases, cash withdrawals, and load transactions.</small>			
www.InsightCards.com		1.888.572.8472	

PLEASE SIGN YOUR CARD IMMEDIATELY UPON RECEIPT. THE CARD IS NOT A CREDIT CARD. IT IS RELOADABLE BY YOU AND IS NOT A GIFT CARD.

DO NOT TELL ANYONE YOUR PIN.

PLEASE READ THIS AGREEMENT CAREFULLY AND KEEP IT FOR FUTURE REFERENCE. SECTION 16 CONTAINS A MANDATORY ARBITRATION PROVISION.

These Terms and Conditions of Use and Cardholder Agreement (this "Agreement") and the fee schedule above ("Schedule of Fees") constitute our disclosure to you and an agreement between you and us with respect to our issuance and your use of your prepaid Visa reloadable card ("Card"). If you initially purchase a Card that is not embossed with your name (an "Instant Issue Card"), you may receive a Card embossed with your name in the mail within about 14 days of your Card purchase ("Personalized Card"). Your Instant Issue Card may not be reloaded until your identity has been confirmed as discussed below. Card means any Instant Issue Card, Personalized Card, and any Secondary Card issued pursuant to this Agreement.

Once you have loaded funds to your Card, you will have electronic access to those funds for purchases at merchant point-of-sale ("POS") locations and cash withdrawals at automated teller machine ("ATM") locations. Your Card is issued by Republic Bank of Chicago pursuant to a license from Visa U.S.A., Inc. It will remain our property and it may be canceled, repossessed, or revoked at any time without prior notice subject to applicable law. You must surrender a revoked Card, and you may not use an expired or revoked Card. The Card is a reloadable prepaid card, and is not a credit card or a loan. You will not receive any interest on funds held on the Card. The Card is not for resale and is nontransferable.

You will be deemed to have accepted the Card and the terms and conditions of this Agreement if you: sign the back of the Card; or use the Card.

Definitions: In this Agreement: "you" or "your" means any person who has received the Card and is authorized to use it as provided for in this Agreement, and "we", "us" or "our" means Republic Bank of Chicago, and its successors and assigns. "Visa" means Visa U.S.A., Inc. and its successors and assigns. In addition:

"Activity Report" means the record detailing your use of your Card that you may access online or by calling us, as described below.

"Available Balance" means a balance created for your transactions on your Card. It refers to the value of funds available on the Card at any one time, and it is limited to the dollar amount of prepaid funds that you have loaded onto the Card or have been loaded onto the Card on your behalf, less withdrawals and amounts deducted for purchases and for fees.

"Business Day" refers to Monday through Friday, except Federal holidays, even if we are open.

"Secondary Cardholder" refers to a person who has received a Card at your request and is authorized to use the Card as provided for in this Agreement.

Card Purchaser and Authorized Users: **You acknowledge and agree that: (i) you are a U.S. citizen or legal alien residing in one of the 50 states of the U.S. or the District of Columbia with a verifiable U.S. mailing address and (ii) you are at least 18 years of age (at least 19 years of age if you are a resident of a state in which the age of majority is 19). You further agree that you retain complete responsibility for all transactions initiated and fees incurred by the authorized use of your Card.**

The **USA PATRIOT Act** is a federal law that requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. You will be asked to provide your name, a valid physical U.S. street address, a telephone number, a date of birth, and other information that will allow us to identify you. You may also be asked to provide documentation as proof of identification.

CONSENT TO ELECTRONIC DELIVERY

This notice contains important information that you are entitled to receive before you consent to transact business with us electronically. Please read this notice carefully and print or download a copy for your files. By consenting to electronic delivery of disclosures, you agree that we may provide electronically all disclosures, notices, terms and conditions, other documents, and all future changes to any of these materials in connection with your Card, including periodic statements, our responses to any claimed errors on the periodic statements, and our privacy policy ("Electronic Disclosures").

Withdrawing Consent to Electronic Delivery: You may withdraw your consent by not activating your Card. If at any time after your Card is activated you wish to withdraw your consent, you may do so by sending your request in writing to Attn: Customer Service, P. O. Box 190245, Birmingham, AL 35219-9931 or to support@InsightCards.com or calling us at **1.888.572.8472**.

If you decide to withdraw your consent, the legal effectiveness, validity and/or enforceability of prior consent to Electronic Delivery will not be affected. Any withdrawal of your consent to Electronic Delivery will be effective only after we have a reasonable period of time to process your withdrawal. We also reserve the right to cancel this Card should you withdraw your consent.

Hardware and Software Requirements: You agree that you have access to the following equipment and software to view and retain Electronic Disclosures:

- an Internet browser that supports 128-bit encryption, such as Internet Explorer version 8.0 or above, Firefox 4.0 and above, Safari 5.0 and above and Google Chrome
- an email account and email reader software capable of handling HTML email
- a personal computer, operating system and telecommunications connections to the Internet capable of supporting the foregoing
- sufficient electronic storage capacity on your computer's hard drive or other data storage unit
- a printer capable of printing both text screens and material directly from your browser and email software.

Paper Copies of Disclosures: You may receive a paper copy of any Electronic Disclosures by sending a request to us at Attn: Customer Service, P. O. Box 190245, Birmingham, AL 35219-9931 or calling us at **1.888.572.8472**. Your request should specify the document that you would like us to send and provide your name, address and Card number.

Procedures to Update Your Records: It is your responsibility to provide us with a true, accurate and complete email address, home address, telephone numbers, and other information related to the Card and to maintain and update promptly any changes in this information.

Consent and Acknowledgement: By purchasing and activating your Card, you acknowledge and agree that:

- You have read the information about the use of electronic records to provide disclosures and other communications, and the use of electronic signatures in connection with your Card;
- You consent to the use of electronic transmissions in providing disclosures and records to you and your use of electronic signatures in connection with your Card in place of written documents and handwritten signatures.
- You are able to view this consent. You are also able to download and review files in Word and portable document

format (PDF).

- You have an account with an Internet service provider and you are able to send email and receive email with hyperlinks to websites.

Insight Prepaid Visa Reloadable Card Announcement and Email List Opt-In Notice: By accepting this Agreement, you are opting in to our Announcement & Notification email list. We do not sell this list nor misuse your permission allowing us to contact you. We respect your privacy and you may opt-out of email communication by clicking the link at the bottom of any email you receive. If you opt-out and wish to be added to our list at a later time, please contact Insight Cards at support@InsightCards.com.

SECTION 1: ISSUER CONTACT INFORMATION.

**Republic Bank of Chicago
Prepaid Card Program Officer
2221 Camden Ct.
Oak Brook, IL 60523-9848**

SECTION 2: USING YOUR CARD. Except for your Instant Issue Card, you may use your Card only after you activate it in the manner provided in the instructions accompanying your Card. Each time you use your Card, you authorize us to reduce the Available Balance on your Card by the amount of the transaction and any applicable fees. Transactions will be processed in the order in which they are received during settlement.

Personal Identification Number (PIN) Protection: You agree to take all necessary steps to protect your PIN. You are responsible for safeguarding your PIN and Card number. Do not tell anyone your PIN. 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 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 Use".

Authorized Users: You are responsible for all authorized transactions initiated and fees incurred by use of your Card or a Secondary Card. If you permit another person to have access to your Card, Card Number, or PIN, we will treat this as if you have authorized such use and you will be liable for all transactions and fees incurred by those persons.

Secondary Cards: You may request one additional Card for a Secondary Cardholder. A Secondary Card shares and can access the same balance as your Card. If you notify us that you revoke a Secondary Cardholder's use of the Card, we may close your Card account and issue a new Card to you with a different number. You are wholly responsible for the use of the Card and Secondary Card according to the terms and conditions of this Agreement.

Cash Access: Using your Card and PIN, you may withdraw cash from ATMs worldwide that bear the Visa, Interlink®, Maestro® or Plus® logo; or any POS device, as permissible by merchant, that bears the Visa, Interlink®, Maestro® or Plus® logo. Your use of the Card for withdrawals of cash is limited by the Available Balance on your Card. Your daily ATM withdrawal limit is \$2,500.00. Any funds withdrawn from a POS device or through a participating bank (over the counter withdrawal) will be subject to the maximum amount that can be spent on your Card each day. The combined daily maximum of all cash access on your Card or Secondary Card is \$5,000.00.

Purchases: You may also use your Card to purchase goods and services at retail establishments or online from companies that have agreed to accept the Card and/or are equipped with POS terminals that accept Visa, Plus®, Maestro® or Interlink® signature or PIN-based debit purchases. The balance available for authorizing transactions with your Card is the lesser of your Available Balance or \$5,000.00. The combined daily maximum of all purchases using your Card and Secondary Card is \$5,000.00.

You do not have the right to stop payment on any purchase transaction originated by the use of your Card. If you authorize a transaction and then fail to purchase the item, the approval may result in a hold for up to 21 days.

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.

Convenience Checks: We may issue you complimentary Convenience Checks for your use when you receive your Card. If you request additional Convenience Checks, a fee will apply. If you wish to use a Convenience Check, you must first authorize the check by logging in to your Card account at www.InsightCards.com. When you obtain an authorization for a Convenience Check, a fee will apply and you agree to allow us to immediately deduct the amount authorized and applicable fees from your Card's Available Balance. If a deposited Convenience Check is not authorized, it will be returned. The maximum amount allowed for any Convenience Check is \$2,500.00. An authorized Convenience Check is only valid for 60 days from the date we authorized it. If a Convenience Check authorization expires, we will place a stop payment on the item and a stop payment fee will apply. If you wish to stop payment on a Convenience Check, you must contact us at **1.888.572.8472** or log in at www.InsightCards.com. The account number on the check should not be provided to any person, employer or other entity to enable direct deposit or an ACH debit to the Card.

Card to Card Transfers: You may transfer funds to another cardholder with an Insight card issued by Republic Bank of Chicago by logging in to your Card account. You may not transfer more than your Available Balance or \$2,500.00, whichever is less. You also may not transfer more than \$9,500.00 in one month. We are not responsible for Card to Card Transfers made to unintended payees due to the input of incorrect information by you.

Returns and Refunds: In the event you return an item that you purchased with the Card, the merchant will handle the return in accordance with Visa International Operating Regulations. The merchant may credit your Card, provide a cash refund, or issue store credit. While merchant refunds post as soon as they are received by us, please note that we have no control over when a merchant sends us a credit transaction and the refund may not be available for a number of days after the date the refund transaction occurs.

Limitations on Use: You may use your Card only in the manner and for the purposes authorized by this Agreement. You are responsible for all authorized transactions using your Card. Your responsibility for transactions associated with the Card, as described in this Agreement, does not depend on whether or not you sign your Card. You may not use your Card for any illegal purpose, and you may not resell your Card. **Internet Gambling Transactions Are Prohibited:** You may not use your Card to initiate any type of electronic gambling transaction through the Internet. For security reasons, there may be additional limits on the amount, number or type of transactions you can make using your Card, and we may restrict access to your Card if we notice suspicious or illegal activity. If access is denied, you should contact us by calling toll-free 1.888.572.8472 so that we may discuss and rectify any problems.

Overdrafts: Unless you have elected Overdraft Protection as a feature of your Card, you may not use your Card to make a purchase in excess of your Available Balance. If for any reason a purchase or fee occurs that exceeds the value on the Card (creating a "Negative Balance"), you authorize us to automatically deduct any Negative Balance amount payable to us from any funds added to your Card at any time. Any negative balance is due and payable immediately. We reserve the right to cancel your Card should you create one or more Negative Balances.

Split Tender Transactions: If you do not have enough value loaded on your Card you can instruct the merchant to split the purchase, putting a part of the purchase on the Card and pay the remaining amount with another source of funds (a "Split Transaction"). Some merchants do not allow Cardholders to conduct a Split Transaction. If you are permitted by the merchant to conduct a Split Transaction, you will need to know the exact amount of your

Available Balance. Some merchants may require the remaining payment to be made in cash.

Authorizations and Holds: Any entity honoring your Card will be required to obtain approval or authorization for any transaction in accordance with the rules of Visa. With certain types of purchases (such as those made at restaurants, bars, beauty salons, hotels, rental car companies, or for fuel purchase made at the pump), your Card may be preauthorized for an amount greater than the transaction amount placing a HOLD on your available funds until the merchant sends the final payment amount of your purchase. Holds may be initiated for a variety of reasons including but not limited to, providing a security deposit, covering gratuities or incidentals, or ensuring your Card has sufficient funds when the transaction is completed. Once the final payment amount is received, the preauthorization amount on hold will be removed. During this time, you will not have access to the funds on hold. A 90-day hold may be placed on the value on the Card in the amount of the preauthorization request made by hotels and rental merchants. If the authorization request varies from the amount of the transaction the merchant subsequently submits to the Visa system, settlement of the transaction may not remove the hold, which may remain on the Card until the hold days have expired. If your Card is subject to a hold, the value on the Card that is subject to the hold will not be available for other purposes.

Receipts: 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.

Charges Made in Foreign Currencies: If you obtain your funds or make a purchase in a currency other than the currency in which your Card was issued, the amount deducted from your funds will be converted by Visa into an amount in the currency of your 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. A surcharge of 3% will be assessed for all transactions originated in a foreign country.

SECTION 3: CARD LOADING.

Cash Loads: You may load and reload your Card by making a payment for credit to your Card at participating Insight partner locations (contact us for the location nearest you), of up to \$5,000.00 per day. Each cash load with an Insight partner must be documented with a proof of receipt at the time you make a transaction. You may load cash of up to \$1,500.00 per day to your Card using a Green Dot® MoneyPak®, or up to \$5,000.00 per day at any Visa ReadyLink location. Cash Load transactions may be subject to a third party fee that varies by retailer. The combined daily maximum amount of all Cash Loads to your Card and Secondary Card is \$5,000.00. Any temporary waiver by us of card load limitations does not constitute a continuing agreement or represent a permanent waiver of any card load limitation.

ACH Loads (Direct Deposit): You can arrange to have funds transferred directly to your Card through the ACH by direct deposit from an employer or a government agency. To do so, you must enroll with the paying party, by providing the bank routing number and direct deposit account number that we provide to you. We reserve the right to reject any ACH transfers as part of our internal fraud, anti-money laundering/Bank Secrecy Act or other applicable policies. You agree that the third party may reverse any credit they make to your Card up to the amount of the original credit. Funds from ACH loads will generally be available on your Card no later than the effective date of the transfer. In case of transmission error or transfer irregularity, your ability to access the funds may be delayed beyond the scheduled transfer date. You may cancel the ACH load authorization at any time by sending a written notice to the third party and providing the paying entity and us sufficient time to act upon the notice before your next scheduled transfer date. The

paying entity may terminate this method of payment, with or without cause, at any time.

If you have arranged to have direct deposits made to your Card at least once every 60 days from the same person or company, the person or company making the deposit will tell you every time they send us the money. You can access your Card account at www.InsightCards.com to find out whether or not the deposit has been made.

SECTION 4: CARD BALANCE AND ACTIVITY INFORMATION.

You are responsible for keeping track of the transactions on your Card to ensure that you do not exceed your Available Balance. Merchants will not be able to determine your Available Balance. You may review your Activity Report and obtain your Available Balance by logging in to your Card account at www.InsightCards.com, enrolling in Insight Alerts, or by calling **1.888.572.8472**. This information is available to you 24 hours a day, 7 days a week. You will not automatically receive regular, periodic statements with respect to your Card. Statements in electronic format will be made available free of charge at www.InsightCards.com each month in which a transaction occurs. You may choose to have a 60-day written history of account transactions mailed to you by calling us each time at **1.888.572.8472**.

Insight Alerts: You may monitor your balance and transaction history on your mobile phone by signing up for Insight Alerts and you will receive real time text messages of activity on your Card. There is no charge from us for Insight Alerts, but you will be responsible to your phone carrier for the costs of any text messages you receive or send in connection with Insight Alerts. Insight Alerts will be sent to the mobile telephone number that you provide to us or to your email address provided. We reserve the right to suspend or discontinue the availability of Insight Alerts at any time in our sole discretion and without prior notice.

Text functionality depends upon the configuration of your phone and your phone plan. We can only provide Insight Alerts to a mobile phone registered on a U.S. network and not to a fixed line telephone or a computer capable of receiving text messages. Some older mobile phones may not be compatible with text messaging (the mobile phone you register to receive Insight Alerts must be a digital mobile phone).

Your access and use of Insight Alerts may be interrupted from time to time for any of several reasons, including, without limitation, the malfunction of equipment, periodic updating, maintenance or repair of servers or other actions that we, in our sole discretion, may elect to take. You understand and acknowledge that the telecommunications and email networks through which text and email messages are transmitted are outside our control and that we are not able to assist in resolution of problems with such networks. We cannot accept responsibility for any text or email messages not received by you, or any text or email reply messages we do not receive from you, or for any delay in the receipt or delivery of any text or email notification.

If you make your mobile phone or email available to any other individual, you agree that you are responsible for any subsequent access to the Insight Alerts. If you believe that your mobile phone has been stolen and that someone may attempt to use the Insight Alerts without your consent, you should notify us at once by calling **1.888.572.8472**. It is your sole responsibility to ensure the mobile phone number you provide to us is current and accurate. Changes to your contact information can be made either online at www.InsightCards.com or by calling the number on the back of your Card. We are not responsible for loss of messages and other consequences if you do not provide accurate up-to-date contact information.

SECTION 5: CARD EXPIRATION AND CARD CLOSURE. Unless your Card is automatically renewable, it will expire on the date indicated on its face and we will issue you a new Card and transfer any remaining funds automatically. You may close your Card at any time. You may request that any remaining balances be refunded to you by check. In order to allow enough time for all transactions to be

cleared, it may take up to 90 days after Card expiration or Card closure for refund checks to be issued. If you have questions regarding the funds remaining on your Card, contact us by calling **1.888.572.8472**.

SECTION 6: FEES AND CHARGES. We may charge the following fees in the amounts indicated on the Schedule of Fees provided in this Agreement. The amount of any fee will be deducted from your Available Balance at the time the fee becomes due or as otherwise provided. We offer three fee plans for your Card: (i) Gold Plan, (ii) Platinum Plan, or (iii) Pay-As-You-Go plan. The Platinum Plan is the monthly fee plan available to Cards receiving regular Direct Deposit (at least once every 35 days) and the Gold Plan is the monthly fee plan available for Cards without regular Direct Deposit.

Load Fees: There may be a third party fee each time you load funds to your Card. These fees vary based on the location and method of the load. There are no fees for receiving a Direct Deposit.

Monthly Service Fees: After you activate your Card and select the Platinum Plan or Gold Plan, there will be a monthly service fee as indicated on the Schedule of Fees.

Account Inactivity Fees: As indicated on the Schedule of Fees, you may be charged a monthly inactivity fee after 90 days of no Card activity which includes purchases, cash withdrawals, and load transactions.

ATM Transaction Fees: ATM transactions (including withdrawals and balance inquiries) may be performed using your Card subject to applicable fees, which vary based on the type of transaction. Declined ATM transactions will be subject to a fee as indicated on the Schedule of Fees. Any ATM transaction may also be subject to a third party surcharge that is determined by the ATM owner.

Signature and PIN Purchase Fees: There may be a fee each time you use your Card to make a purchase. Declined purchase transactions are subject to a fee as indicated on the Schedule of Fees. The amount of applicable purchase fees vary based on the type of transaction and the fee plan you select. All transactions originated in a foreign country are subject to a surcharge as indicated on the Schedule of Fees.

Customer Service Fee: You may be charged a fee each time you speak to a live agent. This fee can be avoided by using automated customer service option when calling 1.888.572.8472 or by accessing your Card account online at www.InsightCards.com.

ACH Debit Return Fee: There will be a fee each time an ACH debit transaction is returned when your Available Balance is not enough to cover the debit transaction.

Card to Card Transfer Fee: As indicated on the Schedule of Fees, there will be a fee each time you complete a Card to Card Transfer.

Over-the-Counter Cash Withdrawal Fees: You may be able to withdraw the funds on your Card over-the-counter at financial institutions around the world subject to applicable fees.

Convenience Checks: As indicated on the Schedule of Fees, for each Convenience Check you order, a Check Order Fee will apply at the time that you order the checks. You must authorize each Convenience Check and pay the applicable Check Authorization Fee prior to use. The Convenience Check Authorization Fee will be applied at the time of authorization. If we choose to issue complimentary Convenience Checks and waive the Check Order Fee, the Check Authorization Fee will still be assessed at the time you authorize the Convenience Check prior to use. If you use a Convenience Check for payment without prior authorization, the Unauthorized Check Fee will apply.

Stop Payment Fees: A fee will apply if you wish to stop payment on a Convenience Check, or any bill payment pursuant to the terms and conditions set forth in your Insight Card Bill Pay Service Agreement. A Stop Payment Fee will apply if we stop payment on any expired Convenience Check Authorization.

Card Replacement Fees: There is a fee for replacing your Card; if you choose express delivery, applicable costs will also apply. These fees will be deducted from the Available Balance remaining on the Card at the time a replacement Card is issued. If you need to replace your Card for any reason, please contact us at **1.888.572.8472**. You will be required to provide personal identifying information (which may include your Card number, your full name, your transaction history, or other key identifiers).

SECTION 7: PREAUTHORIZED TRANSFERS. You will be able to make preauthorized regular payments with your Card pursuant to the terms and conditions set forth in your Insight Card Bill Pay Service Agreement.

SECTION 8: OUR LIABILITY FOR FAILURE TO COMPLETE TRANSACTIONS. We will not be liable:

- If through no fault of ours, you do not have enough funds on your Card to complete the transaction;
- If a merchant refuses to honor your Card;
- If an ATM where you are making a cash withdrawal does not have enough cash;
- If an electronic terminal where you are making a transaction does not operate properly, and you know about the problem when you initiated the transaction;
- If access to your Card has been blocked after you reported your Card lost or stolen;
- If there is a hold or your funds are subject to legal process or other encumbrance restricting their use;
- If we have any reason to believe the requested transaction is unauthorized; or
- If circumstances beyond our control (such as flood or fire or an act of war or an event of terrorism) prevent the transaction, despite reasonable precautions that we have taken.

SECTION 9: ERROR RESOLUTION. In case of errors or questions about your Card or if any Activity Report shows transactions that you did not make, call us as soon as you can at **1.888.572.8472** or fax us at 1.866.354.5673 or write us at Attn: Customer Service, P.O. Box 190245, Birmingham, AL 35219-9931.

We must hear from you no later than 120 calendar days after the suspected error occurred and then was credited or debited to your Card. You will need to tell us:

- Your name and Card number.
- Describe the error or the 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 and approximately when the error took place.

If you tell us orally, we may require that you send your complaint or question in writing within 10 Business Days. 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 the use of the money during the time it takes us to complete our investigation. We will notify you of any provisional credit to your Card within 2 business days. If we ask you to put your complaint in writing and we do not receive it within 10 Business Days, we may not credit your Card.

For errors involving new Cards, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For a new Card where the suspected error occurred within 30 days after the first deposit to the Card was made, we may take up to 20 Business Days to credit your Card for the amount you think is in error. We will tell you the results within 3 Business Days after completing our investigation. If we determine that there was no error, we will send you a written explanation and may debit the provisionally credited amount. You may ask for copies of documents that we used in our investigation. If you need more

information about our error resolution procedures, call us at 1.888.572.8472.

SECTION 10: YOUR LIABILITY FOR UNAUTHORIZED TRANSFERS. Contact us at once if you believe your Card has been lost or stolen, or if you believe that a transaction has been made without your permission. You could lose all the money on your card. Calling **1.888.572.8472** is the best way to keep your losses down. If your Card has been lost or stolen, we will close your Card to minimize losses.

If you tell us within 2 Business Days after you learn of the loss or theft, you can lose no more than \$50 if someone used your Card without your permission. If you do NOT contact us promptly after you learn of the loss or theft of your Card, and we can prove your notice could have stopped someone from using your Card, you could lose as much as \$500 (or, if less, the full amount of value stored on the Card).

You will lose no money under Visa's zero liability policy if you can demonstrate that you exercised reasonable care in safeguarding your Card from risk of loss or theft; your Card must be in good standing (e.g., not presently or recently overdrawn, and not presently or recently under suspicion for possible illegal or suspicious use); and we cannot have received more than one other report of unauthorized use of your Card in the last 12 months. The zero-liability policy covers U.S.-issued cards only. It does not apply to ATM transactions or PIN transactions not processed by Visa. The zero-liability policy does not apply to Convenience Check transactions. Individual provisional credit amounts are provided on a provisional basis and may be withheld, delayed, limited, or rescinded by us based on factors such as gross negligence or fraud, delay in reporting unauthorized use, investigation and verification of claim and account standing and history. You must notify us immediately of any unauthorized use. The transaction at issue must be posted to your Card before provisional credit may be issued.

SECTION 11: CONFIDENTIALITY. We will disclose information to third parties about your Card or the transfers you make:

- Where it is necessary for completing the transactions; or
- In order to verify the existence and condition of your Card for a third party, such as a merchant; or
- Where there has been unauthorized use of your Card; or
- In order to comply with government agency, court orders or other legal reporting requirement; or
- If you give us your written permission; or
- To our employees, auditors, service providers or attorneys as needed; or
- As provided in the enclosed Privacy Policy relating to our information collection and sharing practices and policies.

In addition, Cardholder information may be provided to Visa for the purposes of providing certain services, including emergency cash or emergency Card replacement. PLEASE REFER TO THE PRIVACY POLICY FOR ADDITIONAL INFORMATION CONCERNING OUR INFORMATION COLLECTION AND SHARING PRACTICES AND POLICIES.

SECTION 12: AMENDMENT. We may change this Agreement, including all fees, at any time, and such changes will be binding on you. If required by law, we will give you written notice of the change 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. Your use of the Card constitutes acceptance of any amendment implemented by us. Visit www.InsightCards.com to view the most recent terms.

SECTION 13: OUR RIGHT TO SET-OFF. If you ever owe us money as a borrower, guarantor, or otherwise, and it becomes due, we have the right under the law (called offset) to use the money from your Card to pay the debt. We may charge against any of your accounts any debt you owe us, now or in the future, without going through any legal process or court proceedings.

SECTION 14: TERMINATION. We reserve the right to terminate

this Agreement or any of the services that are described herein. If we discontinue honoring your Card, you should call us at **1.888.572.8472** for further instructions. 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.

SECTION 15: MISCELLANEOUS.

Disclaimer of Liability. In providing the Card and related services to you, we disclaim any duty or responsibility other than those expressly set forth in this Agreement.

Assignment. You may not transfer or assign this Agreement to any other person without our prior written consent. We may assign our obligations to you under this Agreement without your consent or notice to you.

Severability/No Waiver. If any provision of this Agreement is deemed unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

Applicable Law. This Agreement is governed by applicable federal laws, rules and regulations. To the extent federal law is not applicable, the laws of the State of Illinois govern this Agreement. In the event of any conflict between the provisions of this Agreement and any applicable law or regulation, this Agreement will be deemed modified to the extent necessary to comply with such law or regulation.

Waiver. We may waive any of the provisions or conditions of this Agreement, but any such waiver will be effective only on that occasion and will not be a continuing waiver or a waiver on any other occasion. We can delay enforcement of any of our rights under this Agreement without losing them.

SECTION 16: ARBITRATION PROVISION. You and we agree that, unless prohibited by applicable law, either party may elect to arbitrate, and require the other party to arbitrate, any Claim under the following terms and conditions.

Agreement to Arbitrate. Either you or we may, without the other's consent, elect mandatory, binding arbitration for any claim, dispute, or controversy between you and us (called "Claims").

Right to Reject Arbitration Provision: If you act promptly, you may reject this Arbitration Provision, in which event neither you nor we will have the right to require arbitration of any Claims. To reject this Arbitration Provision, either immediately or later, you must either: immediately refrain from the use of the Card, save your money load receipt, and call us at **1.888.572.8472** to cancel and request a refund. If you decide at a later date, you must do so within 60 days after you activate your Card. Any rejection notice must be signed by you and must include your name, address and telephone number. **You must mail your rejection notice by certified or registered mail or send it by messenger service (such as UPS or Federal Express) to Insight Card Services, LLC, Attn: Arbitration Opt-Out, 301 Beacon Parkway West Suite 200 Birmingham AL. 35209.** In the event of any dispute concerning whether you have provided a timely rejection notice, you must provide a signed receipt. This is the only method you can use to reject the Arbitration Provision. In so doing, all other terms and conditions of this Agreement will be null and void and your rights to claim a complete refund will be honored promptly following the cancellation of your Card.

Claims Covered.

• **What Claims are subject to arbitration?** All Claims relating to your Card, a prior related account, or our relationship are subject to arbitration, excluding our collection of amounts due hereunder, but including Claims regarding the application, enforceability, or interpretation of this Agreement and this Arbitration Provision. All Claims are subject to arbitration, no matter what legal theory they are based on or what remedy (damages, injunctive or declaratory relief) they seek. This includes Claims based on contract, tort (including intentional tort), fraud, agency, negligence, statutory or

regulatory provisions, or any other sources of law; Claims made as counterclaims, cross-claims, third-party claims, interpleaders or otherwise; and Claims made independently or with other claims. A party who initiates a proceeding in court may elect arbitration with respect to any Claim advanced in that proceeding by any other party. Claims and remedies sought as part of a class action, private attorney general or other representative action are subject to arbitration on an individual (non-class, non-representative) basis, and the arbitrator may award relief only on an individual (non-class, non-representative) basis.

• **Whose Claims are subject to arbitration?** Not only ours and yours, but also Claims made by or against anyone connected with us or you or claiming through us or you, such as a co-applicant or authorized user of your Card or Secondary Card, an employee, agent, representative, affiliated company, predecessor or successor, heir, assignee, or trustee in bankruptcy.

• **What time frame applies to Claims subject to arbitration?** Claims arising in the past, present, or future, including Claims arising before the opening of your Card, are subject to arbitration.

• **Broadest interpretation.** Any questions about whether Claims are subject to arbitration will be resolved by interpreting this arbitration provision in the broadest way the law will allow it to be enforced. This arbitration provision is governed by the Federal Arbitration Act (the "FAA").

• **What about Claims filed in Small Claims Court?** Claims filed in a small claims court are not subject to arbitration, so long as the matter remains in such court and advances only an individual (non-class, non-representative) Claim.

How Arbitration Works.

• How does a party initiate arbitration? The party filing for arbitration must choose one of the following arbitration firms and follow its rules and procedures for initiating and pursuing arbitration: American Arbitration Association or JAMS. Any arbitration hearing that you attend will be held at a place chosen by the arbitration firm in the same city as the U.S. District Court closest to your then current billing address, or at some other place to which you and we agree in writing. You may obtain copies of the current rules of each of the two arbitration firms and forms and instructions for initiating arbitration by contacting them as follows:

American Arbitration Association
225 North Michigan Avenue, Suite 1840
Chicago, IL 60601-7601
Web site: www.adr.org

JAMS
1920 Main Street, Suite 300
Irvine, CA 92614
Web site: www.jamsadr.com

At any time you or we may ask an appropriate court to compel arbitration of Claims, or to stay the litigation of Claims pending arbitration, even if such Claims are part of a lawsuit, unless a trial has begun or a final judgment has been entered. Even if a party fails to exercise these rights at any particular time, or in connection with any particular Claims, that party can still require arbitration at a later time or in connection with any other Claims.

• **What procedures and law are applicable in arbitration?** A single, neutral arbitrator will resolve Claims. The arbitrator will be either a lawyer with at least 10 years experience or a retired or former judge, selected in accordance with the rules of the arbitration firm. The arbitration will follow procedures and rules of the arbitration firm in effect on the date the arbitration is filed unless those procedures and rules are inconsistent with this Agreement, in which case this Agreement will prevail. Those procedures and rules may limit the discovery available to you or us. The arbitrator will take reasonable steps to protect customer information and other confidential information if requested to do so by you or us. The arbitrator will apply applicable substantive law consistent with the FAA and applicable statutes of limitations, will honor claims of privilege recognized at law, and will have the power to award to a party any

damages or other relief provided for under applicable law. You or we may choose to have a hearing and be represented by counsel. The arbitrator will make any award in writing and, if requested by you or us, will provide a brief statement of the reasons for the award. An award in arbitration will determine the rights and obligations between the named parties only, and only in respect of the Claims in arbitration, and will not have any bearing on the rights and obligations of any other person, or on the resolution of any other dispute.

- **Who pays?** Whoever files the arbitration pays the initial filing fee. If we file, we pay; if you file, you pay, unless you get a fee waiver under the applicable rules of the arbitration firm. If you have paid the initial filing fee and you prevail, we will reimburse you for that fee. If there is a hearing, we will pay any fees of the arbitrator and arbitration firm for the first day of that hearing. All other fees will be allocated as provided by the rules of the arbitration firm and applicable law. However, we will advance or reimburse your fees if the arbitration firm or arbitrator determines there is good reason for requiring us to do so, or if you ask us and we determine there is good reason for doing so. Each party will bear the expense of that party's attorneys, experts, and witnesses, and other expenses, regardless of which party prevails, but a party may recover any or all expenses from another party if the arbitrator, applying applicable law, so determines.

- **Who can be a party?** Claims must be brought in the name of an individual person or entity and must proceed on an individual (non-class, non-representative) basis. The arbitrator will not award relief for or against anyone who is not a party. If you or we require arbitration of a Claim, neither you, we, nor any other person may pursue the Claim in arbitration as a class action, private attorney general action or other representative action, nor may such Claim be pursued on your or our behalf in any litigation in any court. Claims, including assigned Claims, of two or more persons may not be joined or consolidated in the same arbitration. However, applicants, co-applicants, authorized users on a single account and/or related accounts, or corporate affiliates are here considered as one person.

- **When is an arbitration award final?** The arbitrator's award is final and binding on the parties unless a party appeals it in writing to the arbitration firm within fifteen days of notice of the award. The appeal must request a new arbitration before a panel of three neutral arbitrators designated by the same arbitration firm. The panel will consider all factual and legal issues anew, follow the same rules that apply to a proceeding using a single arbitrator, and make decisions based on the vote of the majority. Costs will be allocated in the same way they are allocated for arbitration before a single arbitrator. An award by a panel is final and binding on the parties after fifteen days have passed. A final and binding award is subject to judicial review and enforcement as provided by the FAA or other applicable law.

**Your Card funds are FDIC-insured to the maximum extent permitted by law. For information with respect to FDIC protection on your Card funds, visit our website at:
www.republicEbank.com.**

-MEMBER FDIC-