

## California Child Support Debit MasterCard® Card Terms of Use

This California Child Support Debit MasterCard® Card Term of Use (“Agreement”) sets forth the terms and conditions governing your use of the enclosed California Child Support Debit MasterCard Card (“Card”). Please read this Agreement carefully and keep it for your records.

In this Agreement, the terms “we”, “us”, and “our”, means Wells Fargo Bank N.A. (“Wells Fargo Bank” “Wells Fargo” and “Bank”) and its successors, agents and assigns. The terms “you” and “your”, mean the person who has agreed with the State of California to accept payments by means of the Card, the person to whom the Card has been issued, and the person receiving and using the Card. The “Card” is issued by Wells Fargo Bank, pursuant to a license from MasterCard International Incorporated. “State” refers to the State of California, Department of Child Support Services (DCSS), and the respective Agency depositing funds to your account.

THIS AGREEMENT INCLUDES A BINDING ARBITRATION PROVISION CONTAINING A CLASS ACTION WAIVER.

This Agreement describes your rights and obligations with respect to the Card. If you do not agree to these terms or would prefer to receive payments in a different manner (e.g., by direct deposit), please contact your Agency and do not activate your Card.

YOU CANNOT USE THE ENCLOSED CARD TO PERFORM TRANSACTIONS UNTIL YOU HAVE SELECTED YOUR PERSONAL IDENTIFICATION NUMBER (PIN), WHICH WILL ALSO VALIDATE THE CARD. IF YOU DO NOT WANT TO ACCEPT PAYMENTS BY MEANS OF THE CARD, PLEASE NOTIFY THE STATE OF CALIFORNIA DCSS IMMEDIATELY.

By selecting your PIN and activating the Card in accordance with the instructions accompanying this Agreement, you agree to abide by this Agreement. Your use of the Card will be further evidence of your consent to the terms of this Agreement.

- 1. Payments to You.** A prepaid debit card account has been established with us to fund payments to you. Receipt of the Card does not guarantee that you meet criteria established by the State or that you will receive child support payments on the card. The State will deposit payments to your Card for your convenience. We will make funds available to you in the amounts designated by the State, and you will be able to access those funds with your Card. You are not allowed to spend or withdraw more than the amount of funds posted to your Card. You may use your Card at merchant and bank locations worldwide wherever MasterCard debit cards are accepted as well as other networks in which the Bank participates.
- 2. Personal Identification Number (PIN).** Your Card cannot be used at Automated Teller Machines (“ATMs”) and some Point-of-Sale (“POS”) terminals without providing your 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 may use your Card at ATMs and merchant and bank locations worldwide wherever MasterCard debit cards are accepted as well as other networks in which the Bank participates. When you use your Card to initiate a transaction at certain merchants locations, such as hotels and rental car locations, where the final purchase amount is unknown at the time of authorization, a hold may be placed on your available funds for an amount equal to the quoted daily rate, plus 15% to cover incidental expenses added to the final bill. The held funds will not be available to you for any other purpose until the merchant settles the transaction. Any excess will be released for your use when the transaction is settled. This rule applies only to signature-based transactions where you do not use your PIN to complete the transaction.

Cash refunds will not be made to you for POS purchase-returns. 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’s available funds.

We may limit the number of transactions that we authorize during a period of time. We reserve the right to deny certain transactions for any reason, including your default, suspected fraudulent or unlawful activity, or any indication of increased risk related to the transaction. For security reasons, we cannot provide details of how the authorization system works. You agree that we will not be liable for failing to give an authorization. If the authorization is denied, we may notify the person who attempted the transaction that it has been refused.

We may refuse to authorize a Card transaction if: (a) it would exceed the amount that the State has advised us to make available for your use; (b) the Card is reported lost or stolen; (c) we believe the Card is counterfeit; (d) we are uncertain whether the transaction is authorized by you; (e) it is not permitted by the State; or (f) it is not permitted by this Agreement. We may temporarily “freeze” your Card and attempt to contact you if we note transactions that are unusual or appear suspicious.

You may not use your Card to perform transactions that exceed the amount of funds made available to you through this program by the State. There may be

occasions when deposits are posted to your Card in error or funds are added that do not belong to you. You are not authorized to spend these funds because the State has not authorized us to make these funds available through your Card. In such event, errors will be corrected as soon as they are known and your Card balance will be adjusted. Should the adjustment result in a negative balance on your Card, a notice will be mailed 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 will be automatically deducted from future deposits to your Card, as described in Section 9 or you may be asked to make payment to us to cover the negative balance.

Your Card must not be used for any unlawful purpose (for example, funding any account that is set up to facilitate Internet gambling). You agree to take steps to ensure that you do not use your Card or the account underlying the Card for any transaction that is illegal under the laws governing your Card. In addition, the Bank reserves the right to not authorize transactions with merchants that appear to engage in internet gambling or identify themselves through the Card transaction records or otherwise as engaging in such business.

Please be advised that you may experience difficulties using your 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. As described above, the held funds will not be available to you for any other purpose until the merchant settles the transaction.

**Recurring pre-authorized Payments.** You may use your Card to make regular, recurring pre-authorized payments to merchants by giving your Card information to a merchant. If these payments vary in amount, the merchant should tell you the amount of the transaction at least 10 days before such payment or you may choose to get this notice from the merchant only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.

You may stop a pre-authorized payment from your Card by calling us at 1-877-777-1617 or writing us at Customer Account Services, P.O. Box 245997, San Antonio, Texas 78224-5997. We must receive your request at least three (3) business days before the payment is scheduled to be made. You also must notify the payee. (Note: If we do not receive your request at least three (3) business days before the scheduled payment, we may attempt, at our sole discretion, to stop the payment. However, we assume no responsibility for our failure or refusal to do so, even if we accept your stop payment request). If you call us, we may also require you to put your request in writing and provide it to us within 14 days after you call. If we do not receive the written confirmation within 14 days, we may honor subsequent debits to your Card.

For individual payments, please specify the exact amount (dollars and cents) of the payment you want to stop, the scheduled date of the payment, and the identity of the payee. Unless you tell us that all future payments to a specific payee are to be stopped, we may treat your stop payment order as a request concerning the one payment only.

Our liability for failure to stop payment of preauthorized transactions. If you order us to stop one of these payments 3 business days or more before the transaction is scheduled and we do not do so, we will be liable for your losses or damages.

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

*Remember, we will never ask you to provide or confirm your PIN over the telephone or our website. If you receive an email that appears to come from us or see a website that contains our name, do not respond to any request for your PIN. If you suspect fraud, please contact us as soon as possible at 1-877-777-1617.*

- 5. Fees.** The following fee schedule lists the fees that we will charge:

**ATM Cash Withdrawals.** Each calendar month, you may make up to four (4) ATM cash withdrawals from Wells Fargo Bank ATMs at no fee. For each additional ATM cash withdrawal from a Wells Fargo Bank ATM, we will charge a \$1.75 per withdrawal.

We will charge \$1.75 for each ATM cash withdrawal at a non-Wells Fargo Bank ATM.

When using your Card at an ATM, the maximum total amount that may be withdrawn from your Card account per calendar day is \$500.00. If you need to withdraw more than \$500.00 in a calendar day, you may conduct additional withdrawals at a bank or credit union teller window (fees may apply).

Some ATM locations add a surcharge fee to ATM cash withdrawals. If you conduct a transaction at an ATM that is not operated by Wells Fargo Bank, the owners of these ATMs may also impose an additional fee called a surcharge. You may avoid these additional surcharge fees by using Wells Fargo Bank ATMs.

**ATM Balance Inquiry.** We will charge a fee of \$0.60 for each ATM balance inquiry.

**ATM Denials.** A Denial occurs when there are not sufficient funds to cover your cash withdrawal request. You are allowed one (1) ATM denial per calendar month at no fee. For each additional ATM denial in a calendar month, we will charge \$0.60 for each ATM denial. There is no fee for invalid PIN attempts at ATMs.

**Teller-assisted Cash Withdrawals.** We will charge a fee of \$5.00 for each teller-assisted cash withdrawal. You may make up to two (2) teller-assisted cash withdrawals per calendar month at no fee at MasterCard Member Bank teller windows.

**International Transactions.** If you travel outside the USA and wish to use your card at an ATM, we will charge an international ATM cash withdrawal fee of \$1.75. In addition, for each international ATM transaction and each international point-of-sale (purchase) we will charge a transaction fee of 3% of the transaction amount. An international transaction is defined as a transaction where the card issuing country is different than the country where the transaction was completed. Transactions completed in Puerto Rico and the U.S. Virgin Islands are not international transactions.

**Card Replacement.** There is no fee to receive your initial card. In addition, you may receive one (1) Card replacement per calendar year at no fee. For each additional replacement Card during a calendar year, we will charge \$5.00 for each replacement Card.

**Expedited Card Replacement.** In addition to the \$5.00 Card Replacement Fee, we will charge you \$20 if you want your card sent by a method other than U.S. First Class Postage.

**Low Balance Alerts, High Dollar Transaction Alerts, and Deposit Notifications.** We do not charge a fee for you to receive deposit notification or low balance alerts via email, phone or text message. You are responsible for all charges and fees associated with sending or receiving email or text messages imposed by your mobile carrier or internet service provider.

**Calling Customer Service.** We charge \$0.50 for each Customer Service call. However, each calendar month, you receive three (3) customer service calls at no fee. When calling from outside of the U.S., we do not charge a fee for calling customer service.

Note: Unless otherwise noted in this section, monthly transactions at no fee expire at the end of each calendar month. Fees are deducted from the amount the State designates for your use. There are no monthly fees for managing your funds.

- 6. Foreign Currency Transactions.** If you obtain cash or make a purchase in a currency other than U.S. dollars, MasterCard® International will convert the amount deducted from your available Card funds into U.S. dollars. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by MasterCard from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate MasterCard itself receives or the government-mandated rate in effect for the applicable central processing date. As described in the Fee Schedule above, for each foreign currency transaction, we will add an additional fee to the U.S. dollar amount of any international transaction.
- 7. Record of Your Available Funds and Transactions.** Your transaction history is provided by calling us toll free at 1-877-777-1617 and opting to speak to an operator. At that time, you may request a written statement. You may also access the website [www.eppicard.com](http://www.eppicard.com) to access and print your transaction history. From the website, you can select and print transaction history for tracking the transactions posted to your Card. The amount of your available funds is also printed on the receipt you get when you make a withdrawal or balance inquiry at certain ATMs. You also have the right to receive a written summary of transactions for the 60 days preceding your request by calling us at 1-877-777-1617.
- 8. Lost or Stolen Card/PIN.** If you believe your Card or PIN has been lost or stolen or that someone has transferred or may transfer money from your available Card funds without your permission, call us immediately at 1-877-777-1617 or write us at Customer Account Services, P.O. Box 245997, San Antonio, Texas 78224-5997.
- 9. Adjustments to Your Card Account Balance.** There are occasions when adjustments will be made to your Card to reflect a merchant adjustment, resolve a cardholder dispute regarding a transaction posted to your Card, or to adjust entries posted or deposited in error to your Card. These processing and adjustment entries could cause your Card to have a negative balance. You agree to repay us the amount of any transaction(s) that exceed the authorized amount or cause your Card balance to be negative, either from future deposits posted to your Card or by a personal check or money order. The amount to be repaid will automatically be deducted from future deposits to your Card. If no future deposits are made to your Card, we may send you a payment notice requesting a check or money order to satisfy the negative balance. Payments are to be mailed to Customer Account Services, P.O. Box 245997, San Antonio, Texas 78224-5997.
- 10. In Case of Errors or Questions About Your Transactions.** If you think an error has occurred in connection with your Card transactions, call us at the Customer Service number, 1-877-777-1617, as soon as you can; or write us at Customer

Account Services, P.O. Box 245997, San Antonio, Texas 78224-5997. We must hear from you no later than 60 days after you first learn of the error. You will need to tell us:

- (1) Your name 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 or a letter outlining the details of the error within 10 business days to Customer Account Services, P.O. Box 245997, San Antonio, Texas 78224-5997.

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 a Request for Investigation Form or a letter outlining the details of the error, and we do not receive it within 10 business days, we may not credit your Card during our investigation. For errors involving new Cards accounts (Cards opened for no more than 30 days), debit POS transactions or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For errors involving new Cards accounts, 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 three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation within three (3) business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation. If you need more information about our error resolution process, please contact us at 1-877-777-1617.

11. **Your Liability.** Tell us AT ONCE if you believe your Card or PIN has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission. Telephoning us at 1-877-777-1617 is the best way of keeping your losses down. You could lose all the money in your Card account.

If you tell us within two (2) business days after you learn of the loss or theft of your Card or PIN, 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 (2) business days after you learn of the loss or theft of your Card or PIN, and we can prove 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.

Also, if your Card transaction history shows transactions that you did not make, including those made with your Card, or PIN by other means, tell us at once. If you do not tell us within 60 days after the information was made available to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods for a reasonable period.

If you believe your Card or PIN has been lost or stolen, call the Customer Service number immediately, at 1-877-777-1617, or write us at Customer Account Services, P.O. Box 245997, San Antonio, Texas 78224-5997 to keep your possible losses to a minimum.

12. **MasterCard Zero Liability Protection.** Under MasterCard rules, your liability for unauthorized MasterCard debit transactions performed using your Card is \$0.00 if you have exercised reasonable care in safeguarding your Card from loss or theft and, upon becoming aware of any loss or theft of your Card, promptly notify us of such loss or theft. The foregoing limitation does not apply to debit transactions not processed by MasterCard. Additionally, see Section 11 for more information on your liability for unauthorized Card transactions.

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. A new Card will be issued.

13. **Our Liability.** If we do not complete an electronic fund transfer to or from your Card account on time or in the correct amount according to this Agreement, we may be liable for your losses or damages. However, there are some exceptions, which include but are not limited to the following:

- Through no fault of ours, you do not have enough available funds in your Card account 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) prevent or delay the transaction despite reasonable precautions taken by us,
- The system, ATM or POS terminal where you are performing a transaction was not working properly and you knew about the problem when you started the transaction,

- The State has not authorized us to make the necessary funds available through your Card,
- The funds available through your Card are subject to legal process or are otherwise not available for withdrawal, or
- The transaction cannot be completed because your Card is damaged.

#### 14. **Dispute resolution program: arbitration agreement:**

This part constitutes the arbitration agreement between you and the bank.

##### **Binding arbitration**

If you have a dispute with the bank, and you are not able to resolve the dispute informally, you and the Bank agree that upon demand by either you or the Bank, the dispute will be resolved through the arbitration process as set forth in this part. A "dispute" is any unresolved disagreement between you and the bank. It includes any disagreement relating in any way to services, accounts or matters; to your use of any of the Bank's banking location or facilities; or to any means you may use to access your account(s). It includes claims based on broken promises or contracts, torts, or other wrongful actions. It also includes statutory, common law, and equitable claims.

"Disputes" include disagreements about the meaning, application or enforceability of this arbitration agreement. This arbitration agreement shall survive any termination of your account(s). **YOU AGREE THAT YOU AND THE BANK ARE WAIVING THE RIGHT TO A JURY TRIAL OR TRIAL BEFORE A JUDGE IN A PUBLIC COURT.**

As the sole exception to this arbitration agreement, you and the Bank retain the right to pursue in small claims court any dispute that is within that court's jurisdiction. If either you or the Bank fail to submit to binding arbitration following lawful demand, the party so failing bears all costs and expenses incurred by the other in compelling arbitration.

##### **Arbitration procedure; severability**

You or the Bank may submit a dispute to binding arbitration at any time, regardless of whether a lawsuit or other proceeding has been previously commenced.

**NEITHER YOU NOR THE BANK SHALL BE ENTITLED TO JOIN OR CONSOLIDATE DISPUTES BY OR AGAINST OTHERS IN ANY ARBITRATION, OR TO INCLUDE IN ANY ARBITRATION ANY DISPUTE AS A REPRESENTATIVE OR MEMBER OF A CLASS, OR TO ACT IN ANY ARBITRATION IN THE INTEREST OF THE GENERAL PUBLIC OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.** Each arbitration, including the selection of the arbitrator(s) shall be administered by the American Arbitration Association (AAA), or such other administrator as you and the Bank may mutually agree to (the AAA or such other mutually agreeable administrator to be referred to hereinafter as the "Arbitration Administerer"), according to the Commercial Arbitration Rules and the Supplemental Procedures for Consumer Related Disputes ("AAA Rules"). To the extent that there is any variance between the AAA Rules and this Arbitration Agreement, this Arbitration Agreement shall control. Arbitrators must be members of the state bar where the arbitration is held, with expertise in the substantive laws applicable to the subject matter of the dispute. No arbitrator or other party to an arbitration proceeding may disclose the existence, content or result thereof, except for disclosures of information by a party required in the ordinary course of its business or by applicable law or regulation. The parties agree that in this relationship: (1) That parties are participating in transactions involving interstate commerce; (2) The arbitrator shall decide any dispute regarding the enforceability of this arbitration agreement; and (3) This agreement and any resulting arbitration are governed by the provisions of the Federal Arbitration Act (Title 9 of the United States Code) and to the extent any provision of that act is inapplicable, unenforceable or invalid, the laws of the state that govern the relationship between you and the bank. If any of the provisions of this arbitration agreement dealing with class action, class arbitration or private attorney general action, other representative action, joinder, or consolidation is found to be illegal or unenforceable, that invalid provision shall not be severable and this entire arbitration agreement shall be unenforceable.

##### **Rights preserved**

This arbitration agreement does not prohibit you or the Bank from exercising any lawful rights or using other available remedies to preserve, or obtain possession of property; exercise self-help remedies, including setoff rights; or obtain provisional or ancillary remedies such as injunctive relief, attachment, garnishment or the appointment of a receiver by a court of competent jurisdiction. All statutes of limitations applicable to any dispute apply to any arbitration between you and the bank. The provisions of this arbitration agreement shall survive termination or amendment of the deposit relationship or any other relationship between you and the Bank.

##### **Fees and expenses of arbitration**

Arbitration fees shall be determined by the rules or procedures of the arbitration administrator, unless limited by applicable law. Please check with the arbitration administrator to determine the fees applicable to any arbitration you may file. If the applicable law of the state in which you open your account limits the amount of fees

and expenses to be paid by you, then no allocation of fees and expenses to you shall exceed this limitation. Unless inconsistent with applicable law, each of us shall bear the expense of our own attorney, expert and witness fees, regardless of which of us prevails in the arbitration.

15. **Privacy and Confidentiality.** We may disclose information to third parties about your Card or the transactions you make:

- (a) Where it is necessary for completing transactions.
- (b) In order to verify the existence and condition of your Card for a third party, such as a credit bureau or merchant.
- (c) In order to comply with government agency or court orders.
- (d) If you give us your written permission.
- (e) As otherwise provided in our separately disclosed Privacy Notice.

16. **Business Days.** Business days are Monday through Friday, excluding U.S.federal holidays.

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

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

19. **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of South Dakota, without reference to its conflict of law principles.

20. **Legal Process.** We may comply with any subpoena, levy or other legal process, which we believe (correctly or otherwise) to be valid. If we are not fully reimbursed for our record research, photocopying and handling costs by the party that served the process, we may charge such costs to your available Card funds, in addition to our legal process fee of \$50, except as otherwise prohibited by applicable law. 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.

21. **Change in Terms.** We may change (add to, delete or amend) this Agreement at any time by providing you with prior notice.

22. **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 your use of your Card immediately if: you breach this Agreement or any other agreement with us; we are notified to do so by the State or its agent; 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 cancel your use of the Card and this Agreement without cause at any time by providing us with prior written notice. You also should notify the State of California of the termination and make other arrangements for future payments.

23. **FDIC Insured.** The funds associated with the Card are insured or guaranteed by the Federal Deposit Insurance Corporation up to the maximum extent permitted by applicable law.