

Comerica Debit MasterCard® Card Terms of Use

The State has made arrangements for a Card to be issued to you so that you can receive payments electronically. Comerica Bank (“we”, “us” and “Bank”) is providing you with these terms (“Terms”) and the enclosed Florida Debit MasterCard (“Card”) because you have agreed with the State of Florida, Child Support Program (the “State”) to accept payments that you are eligible to receive by means of the Card. This agreement describes your rights and obligations with respect to the Card. If you have questions, wish to discuss your options, or do not agree with these Terms, you must contact your Agency or local office processing your payments and do not activate the Card. You can destroy it by cutting it in half.

YOU CANNOT USE THE ENCLOSED CARD TO PERFORM TRANSACTIONS UNTIL YOU HAVE SELECTED YOUR PERSONAL IDENTIFICATION NUMBER (PIN), WHICH WILL ALSO ACTIVATE THE CARD.

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

1. **Payments to You.** A Card account has been established with us to fund payments to you. We will make funds available to you in the amounts designated by the State, and you will be able to access those funds with the Card. Funds that the State has provided to us to be applied to your Card may be returned to the State if: (a) you fail to activate your Card by selecting your PIN within 90 days from the date the Card was issued; (b) we do not have your correct address and are unable to deliver your Card by regular mail; or (c) funds are deposited to your Card in error.

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

3. **Card Transactions.** You can use the Card to obtain cash at ATMs and financial institutions, and to make purchases at POS terminals and merchants, that participate in the MasterCard® network. When you use the Card to initiate a transaction at certain merchants, such as hotels, a hold may be placed on your available Card funds for an amount equal to or in excess of your ultimate transaction. The held funds will not be available to you for any other purpose. Any excess will be released for your use when the transaction is finally settled.

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

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; or (d) we are uncertain whether the transaction is authorized by you or permitted by law. We may temporarily “freeze” the Card and attempt to contact you if we note transactions that are unusual or appear suspicious.

You may not use the Card to perform transactions that exceed the amount of funds made available to you through this program by the State. There may be occasions when deposits are posted to your card in error, or funds 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 the Card. In such events, this error will be corrected once discovered and funds will be adjusted in your card. Should the adjustment result in your card becoming negative, a notice letter will be sent to you explaining the error and the reason for the adjustment. If you have spent the funds before the error is identified, the amount to be repaid may be automatically deducted from future payments to your card as described in Section 9 of this document. Your Card must not be used for any unlawful purpose (for example, to facilitate Internet gambling). You agree not to use your Card or funds for any transaction that is illegal. We reserve the right to deny transactions or authorizations from merchants apparently engaging in the Internet gambling business or identifying themselves through transaction records or otherwise as engaged in such business. You also may experience difficulties using the Card at: unattended vending machines and kiosks; gas station pumps (you may go inside to pay).

Preauthorized Payments. You may use your Card to make regular, preauthorized payments to merchants by giving your Card information to a merchant. If these payments may vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. You may choose instead to get this notice 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 have the right to cancel a pre-authorized payment from your Card if you call us at 1-877-567-1768 or write to us at Customer Account Services, P.O. Box 245997, San Antonio, Texas 78224-5997. We must receive your request at least three 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 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, we may require you to put your request in writing to us and to provide us with a copy of your notice to the payee, revoking the payee’s authority to originate debits to your Card, 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 transfer you want to stop, the date of the transfer, and the identity of the payee. Unless you tell us that all future transfers to a specific recipient are to be stopped, we may treat your stop payment order as a request concerning the one transfer only. If you order us to stop one of these payments at least three business days before the transfer 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 the Card or PIN available to others. For security reasons, you agree not to write your PIN on the Card or keep it in the same location as the Card. The Card is our property and must be returned to us upon request.

5. **Fees.** You are allowed one (1) free ATM cash withdrawal each month only at PNC Bank ATMs. The same \$0.95 fee you have always paid will be charged for each PNC Bank ATM cash withdrawal after that and for all cash withdrawals at ATMs other than PNC Bank ATMs. Free ATM cash withdrawals must be used by midnight on the last calendar day each month. A fee of \$2.50 will be assessed for each ATM withdrawal conducted outside of the United States. An additional fee equal to 3% of the amount of the transaction will be charged for each international ATM withdrawal.

A fee of \$0.50 is assessed for each balance inquiry at an ATM.

If you conduct a transaction at an ATM other than MoneyPass or PNC Bank, the owner of the ATM may impose an additional fee called a “surcharge.” Read the screen message carefully for information related to surcharges before you press “Enter.” You will have the option to cancel the transaction and go to another ATM.

After receipt of your initial Card, you may receive one free Card replacement each 12-month period. A \$5.00 fee will be charged for each additional Card replacement; plus an additional \$15.00 if you request that the replacement Card be sent express two day delivery (business days only) rather than by regular mail.

Additional services: There is no fee for cash withdrawals conducted at MasterCard Member Bank teller windows. There is no fee to sign up for deposit notification via email.

You can make four (4) free calls to Customer Service Interactive Voice Response (IVR) each month to check your balance or hear your transaction history. A fee of \$0.25 is accessed for each call thereafter.

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

7. **Record of Your Available Funds and Transactions.** You can get a receipt at the time you perform a transaction at an ATM or POS terminal. You may obtain information about the amount of funds available through the Card and your last 10 transactions by calling the Customer Service Center toll free at 1-877-567-1768 or by visiting www.EPPICard.com. From the website you can select and print monthly statements for tracking the transactions posted to your Card. The amount of your available funds is also available 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 1-877-567-1768.

8. **Lost or Stolen Card/Pin.** If you believe the Card or PIN has been lost or stolen or that someone has transferred or may transfer money from your Card without your permission, call us at 1-877-567-1768, or write to us at Customer Account Services, P.O. Box 245997, San Antonio, Texas 78224-5997 with details.

9. **Adjustments to Your Card 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 or deposits posted in error. These processing entries could cause your card to have a negative balance. If so, you agree to repay us the amount of any transaction(s) that exceed the authorized amount or causes your card balance to go negative, either from future deposits posted to your card or by

personal check or money order. Unless paid by personal check or money order, the amount to be repaid may be automatically deducted from future payments to your card. If no future deposits are made to your card, you must satisfy a negative balance by making payment to: Xerox Payment Processing Service, and mail a check or money order to: Customer Account Services, P.O. Box 245997, San Antonio, Texas 78224-5997. Remember, you always have the right to dispute the amount posted.

10. **In Case of Errors or Questions About Your Transactions.** If you think an error has occurred in connection with your Card, call us at 1-877-567-1768 or write us at the address described above as soon as you can. We must hear from you no later than 60 days after you learn of the error. You will need to tell us:

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

If the error cannot be resolved over the phone, we will mail you a Request for Investigation form to complete and return. You must return the form within 10 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 (20 business days for new card accounts after the first deposit is made to the Card) for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your Card. For errors involving new Cards, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question.

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

If you need more information about our error-resolution procedures, call us toll-free at 1-877-567-1768.

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

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

Also, if the written transaction history or other Card transaction information provided to you shows transfers that you did not make, tell us at once. If you do not tell us within 60 days after the transmittal of such information, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from notifying us, we will extend the time periods.

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

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

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

- The transaction cannot be completed because the Card is damaged.

13. **Limitation of Time to Sue.** An action or proceeding by you to enforce an obligation, duty or right arising under these Terms or by law with respect to the Card or the Card service must be commenced within twelve (12) months after the cause of action accrues, unless prohibited by applicable law.

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

15. **Privacy.** We may obtain nonpublic personal information about you (e.g., your name, address, telephone number, social security number, and date of birth) from the State in order to verify your identity. We do not release personal nonpublic financial information obtained in connection with this Card program about current or former Cardholders to anyone, except: to process a transaction at your request; to the State or its agent in connection with the account that funds Card payments; where it is necessary or helpful in effecting, administering, or enforcing a transaction; to comply with a law, regulation, legal process or court order; to local, state and federal authorities if we believe a crime may have been committed involving a Card; or as otherwise permitted by law. We restrict access to nonpublic personal information about you to those employees who need to know that information to provide products and services to you. We maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

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

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

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

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

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

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

22. **Change in Terms.** We may add to, delete or change these Terms at any time by providing you with prior notice.

23. **Termination.** We may suspend or terminate your use of the Card with or without cause at any time by providing you with prior notice. We may terminate or suspend your use of our Card and this service immediately if: you breach these Terms or any other agreement with us; we 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 terminate your use of the Card and these Terms without cause at any time by providing us with prior written notice. You also should notify the State of the termination and make other arrangements for future payments.

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