

Florida Visa® Debit Card Terms of Use

This Florida Visa® Debit Card Agreement (“Agreement”) is the terms and conditions governing your use of the enclosed Florida Visa Debit Card (“Card”). Please read this Agreement carefully and keep it for your records.

In this Agreement, the terms “we”, “us”, and “our”, mean ACS State & Local Solutions, Inc. (ACS) and its successors, agents and assigns. The terms “you” and “your”, mean the person who has agreed with the State of Florida Department of Economic Opportunity (DEO) 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. “Card” means the DEO Visa Debit Card provided to you by ACS and issued by Wells Fargo Bank, N.A. pursuant to a license from Visa U.S.A. Inc. “State” refers to DEO and the respective Department depositing funds to your account.

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

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

- 1. Payments to You.** A prepaid debit card account has been established with us to fund payments to you. Receipt of this Visa Debit Card does not guarantee that you meet unemployment eligibility criteria established by the State or that you will receive unemployment 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 account. You may use your Card at merchant and bank locations worldwide wherever Visa Debit Cards are accepted.
- 2. Personal Identification Number.** Your Card cannot be used at Automated Teller Machines (“ATMs”) and some Point-of-Sale (“POS”) terminals without the PIN. You may be asked to sign a sales slip or provide identification, rather than enter your PIN, for certain POS transactions. At some merchants, such as gas stations, you may not be required to sign your name or enter your PIN.
- 3. Card Transactions.** You can use your Card to obtain cash at Plus ATMs and to make purchases at Visa and Interlink accepting merchant locations that participate in the Visa® and Interlink networks. 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 has settled with your account. 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 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 available funds. 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. 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 account 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 your Card. In such events, this error will be corrected as soon as known and funds will be adjusted in your account. Should the adjustment result in your account balance becoming negative, a notice letter 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 payments to your account, as described in Section 9 or you may be asked to make payment to us to cover the negative balance. You may not use the Integrated Voice Response (IVR) service associated with your Card to make an electronic payment or to electronically send funds outside of the United States. 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 and the underlying account. In addition, Wells Fargo Bank, N.A. (as the issuer of your Card) reserves the right to deny transactions or authorizations from merchants apparently engaging in the Internet gambling business or identifying themselves through the Card

transactions record or otherwise as engaged in such business. You may stop payment on a preauthorized recurring payment by either calling us or writing us at least three business days before the date of the payment.

Please be advised that you may experience difficulties using 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 has settled with your account.

- 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.
- 5. Fees.** You are allowed unlimited ATM cash withdrawals only at “in-network” ATM locations. In-network ATMs are Wells Fargo Bank ATMs and MoneyPass ATM network locations. A fee of \$2.25 will be assessed for each ATM cash withdrawal at any ATMs other than in-network ATMs. All international ATM transactions are assessed a fee of \$2.25.

You are allowed unlimited balance inquiries at in-network ATMs. A fee of \$0.75 will be assessed for each ATM balance inquiry at ATMs other than in-network ATMs. There is no fee charged for ATM denials. A denial occurs when there are not sufficient funds to cover your cash withdrawal request.

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

In addition to the unlimited cash withdrawals allowed at in-network ATM locations, you are allowed one free cash withdrawals for each deposit at Visa Financial Institution teller windows each month. After the one free per deposit, a fee of \$3.00 will be assessed for each cash withdrawal conducted at teller windows.

If you travel outside the USA and wish to use your card at an ATM, an international ATM cash withdrawal fee of \$2.25 will be assessed and an international transaction fee of 3% of the transaction amount will be assessed on all international transactions, both purchases and ATM withdrawals. 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 excluded.

After receipt of your initial card, there is a \$4.00 fee to replace a lost or stolen Card (plus an additional \$14.50 if you request that the replacement Card be sent overnight rather than by regular mail). You are allowed one free replacement card each benefit period. Fees are deducted from the amount the State designates for your use. There are no monthly fees for managing your funds.

Additional services, if you wish to use the bill pay feature of the IVR, a fee of \$0.50 will be assessed for each transaction. If you wish to transfer funds from your debit card to a personal bank account in the USA, a fee of \$1.50 will be assessed. There is no fee to sign up for deposit notification via email, phone or text message.

You are allowed five (5) free calls to the Customer Service Integrated Voice Response (IVR) unit and operator assisted calls. After five free calls you will be assessed a fee of \$0.50 for each additional call. Free calls expired at the end of the month if not used.

- 6. Foreign Currency Transactions.** 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 rate may vary from the rate Visa itself receives or the government-mandated rate in effect for the applicable central processing date.
- 7. Record of Your Available Funds and Transactions.** Your transaction history is provided by the toll free Customer Service Center via the Interactive Voice Response system, opting out to speak to an operator for requesting a written statement, or by accessing the www.EPPICard.com web site for printing the transaction history. Refer to your instructional pamphlet for details. From the web site, you can select and print monthly statements for tracking the transactions posted to your account. The amount of your available funds is 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 1-888-898-3584.
- 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 funds without your permission, call us immediately at 1-877-829-4130 or write us at Customer Account Services, P.O. Box 245997, San Antonio, Texas 78224-5997.

- 9. Adjustments to Your Account Balance.** There are occasions when adjustments will be made to your account to reflect a merchant adjustment, resolve a cardholder dispute regarding a transaction posted to the account, or to adjust entries posted or deposited in error. These processing and adjustment entries could cause your account to have a negative balance. You agree to repay us the amount of any transaction(s) that exceed the authorized amount or causes your account balance to be negative, either from future deposits posted to your account or by a personal check or money order. The amount to be repaid will automatically be deducted from future payments to your account. If no future deposits are made to your account, we may send you a payment notice requesting a check or money order to satisfy the negative balance in your account. Payments are to be mailed to Customer Account Services, P.O. Box 245997, San Antonio, Texas 78224-5997. 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 available funds, call us at the Customer Service number, 1-888-898-3584, 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 following your receipt of a written transaction history or other transaction information in which the error is first reflected. 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 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 receive the signed Dispute Investigation form and copies of your receipts. We will correct any error promptly. If determination is not made within 10 business days (20 business days for new card accounts opened less than 30 days) and we require more time to investigate, we may take up to 45 days to investigate your complaint. If we decide to do this, we will return to your account the funds equal to that which is under dispute while we investigate. If we ask you to put your complaint in writing and it is not returned within 10 business days, we will not credit your account. For errors involving POS or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation. If you need more information about our error-resolution process, call us at the number set forth in the preceding section.

- 11. Your Liability.** You are responsible for all authorized uses of your Card. Except as set forth below; you will not be responsible for an unauthorized use of your Card. An “unauthorized” use is a withdrawal or transaction that you did not transact. You may refuse to reimburse you for a transaction you assert is unauthorized if (1) you give your Card, Card number, and/or PIN to another person whom you expressly or implicitly authorize to use your Card, even if that person withdraws or purchases more than you authorized, (2) we conclude that the facts do not reasonably support a claim of unauthorized use.

If you believe your Card or PIN has been lost or stolen, call the Customer Service number immediately, at 1-888-898-3584, or write us at Customer Account Services, P.O. Box 245997, San Antonio, Texas 78224-5997 to keep your possible losses to a minimum. Visa Zero Liability policy ensures protection from liability for unauthorized transactions posted to your account by someone other than yourself when reported promptly. Unauthorized transactions are transactions which you did not personally conduct, did not authorize a merchant to perform, or have no knowledge of who conducted the transaction. You are not liable for unauthorized transactions, unless you have reported two or more incidents of unauthorized use in the preceding 12 months, or your Card is not in good standing, or you have not exercised reasonable care in safeguarding your Card from risk of loss or theft.

You could lose all the money associated with your Card. If you tell us within two business days after learning of the lost or theft of the card, either from your account statement or via the transaction history reported by the Integrated Voice Response (IVR), you will only be responsible for the first \$50; after 2 business days you are liable for up to \$500. If you do not notify us of the loss within 60 days of learning of your account history or information, you are liable for the full amount of the loss. 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.

- 12. Our Liability.** If we do not complete an electronic fund transfer to or from your Card on time or in the correct amount according to this Agreement, we may be liable for your losses or damages. 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 tied to your card to perform the transaction
- Circumstances beyond our control (such as fire, flood, water damage, power failure, strike, labor dispute, computer breakdown, telephone line disruption, or a natural disaster) prevents or delays the transfer despite reasonable precautions taken by us.
- The system, ATM or POS terminal was not working properly and you knew about the problem when you started the transaction,
- The 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.

- 13. 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.

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

- 15. 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 or your consent.

- 16. 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.

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

- 18. 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.

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

- 20. 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 our Card and this service 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 terminate 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 the termination and make other arrangements for future payments.

- 21. FDIC Insured.** The funds associated with the Card are insured or guaranteed by the Federal Deposit Insurance Corporation, to the extent applicable to transaction accounts.