

North Carolina Debit Card Terms of Use

This North Carolina prepaid Debit MasterCard® Card Agreement (“Agreement”) sets forth the terms and conditions governing your use of the North Carolina 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” and “Bank”) and its successors, agents and assigns. The terms “you” and “your”, mean the person who has agreed with the State of North Carolina 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 North Carolina Debit MasterCard Card issued by Wells Fargo Bank, pursuant to a license from MasterCard. “State” and “Agency” refer to the State of North Carolina (“State”) which deposits funds to your Card. “We”, “us”, and “our” may include Xerox State and Local Solutions, Inc., the Program Manager for this Card program.

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 your Agency and do not activate your Card. YOU CANNOT USE THE 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 NORTH CAROLINA AGENCY 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 has been established with us to fund payments to you. Receipt of this Card does not guarantee that you will receive payments on the Card. The Agency 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 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 ATMs and to make purchases at any merchant accepting MasterCard debit cards or debit cards of 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 has settled 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 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 not permitted by the Agency; 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 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 known and your Card balance 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 deny transactions or authorizations from merchants apparently engaging in Internet gambling or identifying themselves through the Card transaction records or otherwise as engaged 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 has settled 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 may vary in amount, you will be told the amount 10 days before such payment or ou 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 stop a pre-authorized payment from your Card if you call us at 1-866-461-4096 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 (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, we may require you to put your request in writing to us 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 (3) 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 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 free ATM cash withdrawals each month only at Wells Fargo Bank ATM locations. A fee of \$2.25 will be assessed for each ATM cash withdrawal at all non-Wells Fargo Bank ATM locations.

There is no fee for an ATM balance inquiry at a Wells Fargo Bank ATM. An ATM balance inquiry made at a non-Wells Fargo Bank ATM will be

assessed a fee of \$1.00. We will assess a fee of \$1.00 for each ATM denial. An ATM denial occurs when there are not sufficient funds to cover your cash withdrawal request.. All international ATM balance inquiries will also be assessed a fee of \$1.00.

Some ATM owners may impose an additional “convenience fee” or “surcharge fee” for certain ATM transactions (read the screen message carefully for information related to surcharges before you press “Enter”). You may avoid this additional fee by using Wells Fargo Bank ATMs.

In addition to the cash withdrawals allowed at Wells Fargo Bank ATM locations, each month you are allowed two (2) free cash withdrawals for each deposit at any MasterCard member bank teller window; thereafter a fee of \$2.50 will be assessed for each cash withdrawal conducted at teller windows.

If you travel outside the U.S. and wish to use your Card, a 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.

After receipt of your initial Card, you may receive one (1) 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 expedited delivery rather than by regular mail.

Additional services, if you wish to transfer funds from your debit card to a bank account owned by you in the USA, a fee of \$1.50 will be assessed.

There is no fee to sign up for deposit notification, low balance alert, or high dollar transaction alert via email, phone or text message; however, your mobile carrier’s text messaging and Web access charges may apply.

Each month you are allowed unlimited free calls to the automated Customer Service Interactive Voice Response (IVR) to check your balance and obtain Card information.

- 6. Foreign Currency Transactions.** If you obtain cash or make a purchase in a currency other than U.S. dollars, MasterCard will convert the local currency amount of the transaction to 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. For each transaction, we will also add a 3% international transaction 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 the toll free Customer Service Interactive Voice Response (IVR), opting out to speak to an operator to request a written statement, or by accessing the www.EPPICard.com website for printing transaction history. Refer to your instructional brochure for details. From the website, you can select and print transactions history for tracking transactions posted to your Card. 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 1-866-461-4096.

- 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 1-866-461-4096 or write us at Customer Account Services, P.O. Box 245997, San Antonio, Texas 78224-5997.

- 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 the Card, or to adjust entries posted or deposited in error. 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 electronic transactions, call us at the Customer Service number, 1-866-461-4096, 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 and will correct any error promptly. If determination is not made within 10 business days (20 business days for new Cards 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 Card the funds equal to that which is under dispute while we investigate. If we asked you to put your complaint in a Request for Investigation Form or a letter outlining the details of the error, and it was not returned within 10 business days, we will not credit your Card during our investigation. For errors involving new Cards, 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 (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, call us at the number set forth above.

- 11. Your Liability.** You are responsible for all authorized use of your Card. Except as set forth below; you will not be responsible for unauthorized use of your Card. “Unauthorized” use is a withdrawal or transaction that you did not authorize through actual, implied, or apparent authority.

If you believe your Card or PIN has been lost or stolen, call the Customer Service number immediately, at 1-866-461-4096, or write us at Customer Account Services, P.O. Box 245997, San Antonio, Texas 78224-5997 to keep your possible losses to a minimum.

- If you tell us within two (2) business days after you learn that your Card has been lost or stolen, you will lose no more than \$50 if someone uses your Card 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, and we can prove it could have stopped someone from using the Card without your permission if you had reported it, you could lose as much as \$500.
- If your Card history or other information shows transfers that you did not make or authorize, 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 lose 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.

- 12. Zero Liability card protection.** Zero Liability can provide you with protection from unauthorized electronic transactions beyond that described above. If you suspect that your Card is lost or stolen, or that an unauthorized electronic transaction made with your Card or Card

number has been made, notify us as soon as possible by calling the number above. A delay in reporting the unauthorized transaction may prevent you from taking advantage of this program.

- **Notices given within 60 days of information being made available to you.** You will have Zero Liability for an unauthorized electronic transaction made with your Card or Card number if you notify us of the unauthorized transaction within 60 days of when information showing unauthorized use was made available to you.

- **Notices given more than 60 days of information being made available to you.** If you do not notify us within this 60-day period, you will have the burden of proving that the transaction was unauthorized. We will consider whether any negligence on your part has contributed to the transaction in question. Some of the factors we may consider in connection with this evaluation include:

- Whether you reported any loss or theft of your Card within 48 hours of discovery.
- Whether you promptly reviewed any Card information available to you and whether following discovery of an unauthorized use of your Card, you reported it to us within 48 hours.
- Whether you exercised reasonable care in safeguarding your Card, Card number, and PIN from loss or theft.
- Whether you have reported multiple incidents of unauthorized use to us within the last 12 months, and the facts and circumstances surrounding those incidents.

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 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.

- 14. Limitation of Time to Sue.** An action or proceeding by you to enforce an obligation, duty or right arising under this Agreement or by law with respect to your Card or the Card service, must be commenced within two (2) years after the cause of action accrues.

- 15. Waiver of Right to Jury Trial.** If you have a problem with your 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. 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 your 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).

- 16. 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.

- 17. Business Days.** Banking business days are Monday through Friday, excluding U.S. federal holidays.

- 18. 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.

- 19. 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.

- 20. 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.

- 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 change (add to, delete or amend) this Agreement 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 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 North Carolina of the termination and make other arrangements for future payments.

- 24. 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.