

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 payment electronically (Comerica Bank ("we," "us" and "bank") in accordance with these terms ("Terms") and the enclosed New Jersey EFTPS™ Debit MasterCard ("Card") because you have agreed with the State of New Jersey, 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 UNLESS YOU HAVE RECEIVED YOUR PERSONAL IDENTIFICATION NUMBER (PIN), WHICH WILL ALSO ACTIVATE THE CARD.

By selecting your PIN and activating the Card in accordance with the instructions provided, you agree to the terms and conditions of these Terms. Your use of the Card will further activate your agreement to these Terms.

1. Payment to You. A Card account has been established to us fund payments to you. We will make funds available to you in the amount designated by the State, and you will be able to access those funds with the Card.

2. Personal Identification Number (PIN). The Card cannot be used at automated teller machines ("ATM") and some point-of-sale ("POS") terminals without the PIN. You may be asked to sign a sales slip or provide identification, rather than some type of PIN, for certain POS transactions. At some merchants, such as gas stations, you may not be required to sign your name or some type of 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 hold funds will not be available to you for any other purpose. Any excess will be released for your use when the transaction is fully 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 authorized 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 as permitted by law. We may temporarily "freeze" the Card and attempt to contact you if we notice transactions that the amount 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 held that do not belong to you. You are not authorized to spend these funds because the State has not authorized to make these funds available through the Card. In such event, 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 the Card or funds for any transaction that is illegal, that violates the right to deny transactions or authorizations from merchants apparently engaging in the Internet gambling business or attempting 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. If any funds below this payment which will be made that first month it will be. You may choose named 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 1-866-461-4094 or write us at Customer Account Services, P.O. Box 243997, San Antonio, Texas 78224-3997. 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 to bill the amount to your Card. However, the amount is not automatically an obligation or liability of yours, so 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 (debit) and notify of the amount (credit) amount. The date of the transfer, and the identity of the payee. Unless you tell us that all future transfers to a specific recipient are stopped, we may issue your stop payment order as a request indicating the one transfer only. If you order us to stop such a payment, 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, your PIN and your property must be returned to us upon request.

5. Fees. You are allowed each month one (1) free ATM cash withdrawal per deposit only at an "in-network" (MoneyPass) ATM. If you do not receive a deposit from the Agency during the calendar month, you are allowed one free ATM cash withdrawal each month only at an in-network MoneyPass ATM. A fee of \$1.11 is charged for each additional ATM withdrawal, or ATMs that are not in-network. You are allowed each month one (1) free cash withdrawal at MasterCard member bank teller windows. A fee of \$2.00 will be charged for each additional teller window cash withdrawal. Your free cash withdrawal earned each month expires at midnight of the last calendar day of the current month if not used. A fee of \$3.00 will be assessed for each ATM or POS transaction 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 and point-of-sale (POS) transaction. There is no charge for an ATM balance inquiry at any ATM. We will assess a fee of \$0.40 for each ATM debit. A debit occurs when there are not sufficient funds available to cover your cash withdrawal request.

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

For each point-of-sale (POS) transaction conducted at a merchant location requesting that you enter your PIN, an additional service fee of \$0.20 is added to the purchase amount deducted from your Card account. There are no charges for POS transactions when you enter your signature, the paper record of the sale portion request your signature.

After receipt of your initial Card, you may receive one Free Card replacement. A \$10.00 fee will be charged for each additional Card replacement, plus an additional \$12.00 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 to sign up for deposit notification, low balance and/or high balance alert via email, phone, or text message. Your current carry charge you a fee for phone or text message delivery depending upon your cellular service plan.

You can make unlimited free calls to Customer Service Interactive Voice Response (IVR) each month to check your balance, hear your transaction history or speak to an operator.

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 MoneyCard® 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 rate of U.S. dollars transactionally multiplied by a currency conversion rate to determine an 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 at the individual currency authority (NOTE: our rate will be different from the rate MasterCard® International will receive). The conversion rate may be different from the rate in effect on the day of your transaction and the date it is posted to your Card.

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 also obtain information about the amount available through the Card and your last 10 transactions by calling the Customer Service Center toll free at 1-866-461-4094 or by visiting www.comerica.com. From the web site you can select and print monthly statements for tracking 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 1-866-461-4094.

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 1-866-461-4094, or write us to, at Customer Account Services, P.O. Box 243997, San Antonio, Texas 78224-3997 with details.

Adjustment to Your Card Balance: There are occasions when adjustment will be made to your Card to reflect a merchant adjustment, involve a

cardholder dispute regarding a transaction posted to your card, or to adjust entries or deposits posted in error. These processing errors could cause your card to have a negative balance. If so, you agree to repay us the amount of any amount that exceeds the amount of your available funds. Your card and balance to be 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 you have deposits made to your card, you must notify a negative balance by making payment to, Customer Account Services, P.O. Box 243997, San Antonio, Texas 78224-3997. Remember, you always have the right to dispute the amount posted.

10. In Case of Error or Question About Your Transaction: If you think an error has occurred, or a question with your Card, call us at 1-866-461-4094 or write us at the address described above as soon as you can. We must hear from you within 60 days after you are 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 243997, San Antonio, Texas 78224-3997.

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 (10 business days for same 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 Cash, point-of-sale (POS), or foreign-authorized transactions, we may take up to 90 days to investigate your complaint or question.

We will mail you the results within three business days after completing our investigation. If we decide there was an 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 procedure, call us toll-free at 1-866-461-4094.

11. Your Liability. Tell us AT ONCE if you believe your Card or PIN has been lost or stolen. Telephone us in 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 amount stated above for transactions when your PIN is not used to verify your identity if you have not reported any 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 transactions that you did not make, tell us as soon as you do not tell us within 60 days after the transaction 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 using the money if you had told us as time. If a good reason (such as a long trip or a hospital stay) kept you from notifying us, we will extend the time period.

We will cancel your Card if it is reported to us as lost, stolen or destroyed. Once your Card is canceled, you cannot use it further. Remember, you always have the right to use the canceled Card.

12. Our Liability: 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 amounts, 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, war, damage, power failure, strike, labor union dispute, computer breakdown, telephone line disruption, or a natural disaster) prevent or delay the transfer, despite reasonable precautions taken by us.
- The wrong ATM or POS terminal was not working properly and you have 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;
- The transaction cannot be completed because the Card is damaged.

13. Limitation of Time to Sue. An action for breach of any of the obligations or responsibilities mentioned herein is barred if the cause of action accrues, and

14. Waiver of Right to Jury Trial. If you Card service, it is possible that you will 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 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 behalf of 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, regulatory, legal process or court order to which, 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 limit the funding of terrorism and money laundering activities, Federal law requires that identifying information be obtained for each person who obtains a Card, or

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 consent.

19. Severability/Waiver: If any provision of these Terms is deemed unenforceable, 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 (properly 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 searching, photocopying and handling costs by the party that served the process, we may charge such costs to your available Card funds, in addition to your available Card funds. We may incur 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, 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.