

PREPAID DEBIT CARD TERMS AND CONDITIONS

These New Mexico Prepaid Debit Card Terms and Conditions (these "Terms") set forth the terms and conditions governing your use of the New Mexico Prepaid Debit Card (the "Card"). The Card is issued to you by Wells Fargo Bank, N.A. (also referred to in these Terms as "Bank," "we," or "us") on behalf of the State of New Mexico, in connection with the State of New Mexico Department of Workforce Solutions ("State"). In these Terms, the words "cardholder," "you," and "your" refer to the person to whom the Card is issued or made available. The program manager for the Card is Conduent State & Local Solutions, Inc.

The Card will be issued to the cardholder by Bank upon direction of State. IF YOU DO NOT WANT TO ACCEPT PAYMENTS BY MEANS OF THE CARD, PLEASE NOTIFY STATE IMMEDIATELY. By selecting your PIN and activating the Card in accordance with the instructions accompanying these Terms, you agree to abide by these Terms. Your use of the Card will be further evidence of your consent to these Terms.

Bank in its sole discretion may refuse to issue the Card or make the Card available to anyone for any reason, to the extent permitted by law.

1. YOUR CARD AND FUNDS ACCESSIBLE THROUGH THE CARD.

The Card is a prepaid card. There is a limited purpose, prepaid subaccount associated with your Card in which the funds loaded to the Card are maintained (the "Card Account"). You may only access the Card Account funds with your Card in accordance with these Terms. You may not receive or make any deposit, withdrawal, or any other transaction with the Card or the Card Account, except for the transactions described in these Terms. Your Card is reloadable. State may load funds into the Card Account from time to time, in its sole determination. However, only State may load funds into the Card Account; neither you nor any other third party may load funds into the Card Account.

Card Account funds are held by Bank and will be treated as a "deposit" by the Federal Deposit Insurance Corporation ("FDIC"). These funds will be added to any other deposits you have in the same ownership category at Bank, and the aggregate balance will be insured by the FDIC to the extent permitted by law.

Bank does not pay any interest on Card Account funds. The amount of funds shown on our most current records as the amount of funds available for your use or withdrawal will be determinative of the available balance of the Card Account.

You must have a sufficient available balance at the time of a Card transaction in order to pay for the transaction. If a merchant or ATM operator or owner attempts to submit a Card transaction for an amount that is greater than the available balance, our policy is to decline the transaction. However, in the event that Bank settles or pays a Card transaction causing a negative balance, you agree to immediately pay Bank the amount of the negative balance. Bank may deduct the negative balance from future funds loaded to the Card Account. You also authorize Bank to cancel any preauthorized Card payments, subject to Section 7 of these Terms below, by contacting the particular merchant if you or Bank closes or cancels your Card Account.

Please note that if the Card Account balance reaches certain thresholds as determined by Bank, Bank reserves the right to contact you using your contact information (email, phone, or address) shown on the records of Bank. We may recommend moving the funds to an account intended to hold balances (such as a savings account). Bank also has the right, in its sole discretion, to mail to you directly at your last address as shown on the records of Bank a check for any portion or for all of the Card Account funds.

2. YOUR PERSONAL IDENTIFICATION NUMBER; SIGNATURE ON THE CARD.

You will select a personal identification number ("PIN") at the time you activate your Card. A PIN will be required to conduct a transaction with your Card at an ATM, and a PIN may be required at a point-of-sale ("POS") terminal where PINs are accepted (please refer to Section 4 of these Terms for additional information on Card transactions). You should not disclose your PIN to anyone. If the security or confidentiality of your PIN is compromised, you should notify Bank at once (refer to Section 22 of these Terms for our contact information).

You should sign the panel on the back of your Card as soon as you receive it to help protect your Card from unauthorized use. However, your responsibility for transactions with the Card, as described in these Terms, does not depend on whether or not you sign your Card.

3. ROLE OF STATE.

State is responsible for instructing Bank from time to time as to the amount of funds to be loaded into the Card Account. Once we receive these instructions and funds from State, and we make the funds available to you by loading them into the Card Account, the funds belong to you, and you may use the Card and the Card Account as described in these Terms. If the day of receipt of funds is not a business day for us or if the funds are received after the established cutoff time, funds will be available by the opening of our next business day. For this Card, every day is a business day except Saturdays, Sundays, and federal holidays. In the event you receive a Card but State does not transfer funds to us, you may not have access to any funds. Further, if you are given access to funds before a transfer by State, and such funds are not received by us, we may reverse any temporary funding made available to you through the Card Account with or without notice. State retains the right to deduct previously loaded Card Account funds in order to correct an error or overpayment to you or for other reasons in accordance with applicable law. You hereby authorize Bank to accept instructions from State to add or deduct Card Account funds, and in the case of a deduction, to return those funds to State (except where funds may have been provided by Bank temporarily in which case such funds would revert to Bank). If you have a dispute with State about the amount of funds that State instructs us to add to, or deduct from, the Card Account, you agree not to involve Bank in that dispute and to resolve it solely and directly with State.

If a cardholder address was provided by State to Bank at the time of your Card order, all Card related communications, disclosures, and notices will be delivered to the address on file. If you want to change the delivery instructions for Bank communications and notices regarding your Card Account, please contact State directly. In some instances, State may provide us with an updated cardholder address which will become the address on file. You are responsible for promptly and directly notifying State of a change in your address.

4. TRANSACTIONS WITH YOUR CARD.

Your Card must not be used for any unlawful purpose. You agree to not use your Card or Card Account for any transaction that is illegal under the laws governing your Card or Card Account. Bank reserves the right to deny transactions from merchants apparently engaging in the internet gambling business or identifying themselves through the Card transactions record or otherwise as engaged in such business. Bank may limit the number of authorizations it allows during a period of time. Bank reserves the right to deny certain transactions for any reason, including default, suspected fraudulent or unlawful activity, or any indication of increased risk related to the transaction (including authorizations exceeding a limit established by Bank for security reasons). For security reasons, Bank cannot explain the details of how the authorization system works. You agree that Bank will not be liable for failing to give an authorization. If the authorization is denied, Bank may notify the person who attempted the transaction that has been refused.

Your Card may be used to access Card Account funds. Card transactions will reduce the Card Account balance. Please refer to the Fee Schedule in Section 24 of these Terms for fees that apply to these transactions and to Section 23 of these Terms for transaction limits that apply to these transactions. Some services may not be available at all locations. Provided sufficient funds are available in your Card Account, you may use your Card to perform the following types of transactions in accordance with these Terms:

- a. At an automated teller machine ("ATM") displaying the logo of a network in which Bank participates, you may use your Card to (i) make withdrawals of cash in whole dollar amounts, subject to specific increments available at the ATM and limits on the withdrawal amount imposed by the ATM operator or owner or (ii) obtain Card Account balance information. The Card can be used at ATMs within or outside the United States. Some of these services may not be available at all ATMs.
- b. You may use your Card to purchase goods and services from any participating merchant displaying the symbol of a network in which the Card participates. Your PIN may be required at point-of-sale terminals where PINs are accepted. You may also use your Card with your PIN to obtain cash at locations displaying the logo of a network in which Bank participates.
- c. At the teller window of any branch of Bank, or at any bank or credit union which issues credit or debit cards matching the card network logo displayed on your Card, you may use your Card to obtain cash up to the amount of the available balance.
- d. You may use your Card to pay bills over the telephone, internet, or through preauthorized debits. Payee fees may apply for this service; please check with the payee.
- e. If the Fee Schedule indicates that your Card can be used to make card to account transfers, you may transfer funds via the interactive voice response (IVR) system from the Card to any of your U.S. deposit accounts with a U.S. financial institution with a routing and account number. You may not use the Card to transfer funds to the account of any third party. Transfers to international accounts are prohibited.

Authorization Holds

"Authorization Hold" means a temporary hold placed against some or all of your Card Account funds and occurs when we authorize a Card transaction from a merchant. The funds on hold will be subtracted from your available balance. We can place an Authorization Hold on your Card Account for up to 3 business days (or for up to 30 business days for certain types of Card transactions, including but not limited to, car rental transactions, cash transactions, and international transactions), from the time of the authorization or until the transaction is paid from your Card Account. However, if the merchant does not submit the transaction for payment within the time allowed, we will release the Authorization Hold. This means your available balance will increase until the transaction is submitted for payment by the merchant and posted to your Card Account. If this happens, we must honor the prior authorization, and we will pay the transaction from your Card Account. In some situations, the amount of the hold may differ from the actual transaction amount since the merchant may not know the total amount you will spend. For example, (i) a restaurant submits the authorization request for your meal before you add a tip, and (ii) when you pay at the pump at a gas station, the authorization request may be up to \$75 (this is the current maximum amount for such authorization request, but it may be increased in the future) even if the purchase is less than that amount (to avoid such holds and declined transactions resulting from such holds, pay for your gas inside the station).

Note: Although it is our policy is to decline transactions greater than the available balance, you might end up overdrawing the Card Account even though the available balance appears to show there are sufficient funds to cover your transaction. For example, if a merchant does not submit a one-time Card transaction for payment within 3 business days (or within 30 business days for certain types of Card transactions, such as car rental, cash, and international transactions) of authorization, we must release the Authorization Hold on the transaction even though we will have to honor the transaction. The transaction will be paid from the Card Account funds when we receive it for payment. You should record and track all of your transactions closely to confirm that your available balance accurately reflects your use of funds from your Card Account.

Purchases Greater than the Value on Your Card

Generally, you may not use your Card to conduct transactions in an amount greater than the available balance, as indicated on Bank's records, at the time of the transaction. You may be able to use your Card to pay a portion of a purchase if the purchase exceeds the available balance and the merchant allows purchasers to make payment by using more than one payment method. Some merchants will only allow such split transactions if the second form of payment is cash or check. Most internet and mail order merchants do not permit such split transactions. Bank does not guarantee that the merchant will be willing to accept two forms of payment. You may need to know the available balance before conducting a split transaction (see Section 9 of these Terms to see how you may obtain balance information).

5. TRANSACTIONS OUTSIDE THE UNITED STATES.

If a Card is used to conduct transactions outside the United States, the network or merchant that handles the transaction will convert the local currency amount of the transaction to U.S. dollars. If the network converts the currency, it will use either a rate selected by the network from the range of rates available in wholesale currency markets for the applicable processing date, which may vary from the rate the network itself receives, or the government-mandated rate in effect for the applicable central processing date. If the merchant that handles the point-of-sale purchase converts the currency, the merchant will determine the currency conversion rate. Please see the Fee Schedule in Section 24 of these Terms for fees that apply to transactions outside the United States.

6. DISPUTES WITH MERCHANTS.

If you use your Card to make a purchase from a merchant, and a dispute with the merchant arises, you agree to make a good faith effort to settle the dispute with the merchant. Any unresolved dispute may be sent to us in writing for assistance in settlement at the address listed in Section 22 of these Terms. Except as expressly provided for preauthorized payments in these Terms, you cannot stop payment to merchants for transactions made through the use of your Card.

7. PREAUTHORIZED PAYMENTS.

If you have told us in advance to make regular payments against Card Account funds, you can stop any of these payments. Here's how:

Call us or write us at the number/address listed in Section 22 of these Terms, in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we may also require you to confirm your request in writing within 14 days after you call. An oral stop payment request ceases to be binding after 14 days if you fail to provide the requested written confirmation.

If these regular 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 receive 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.)

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

8. CONFIDENTIALITY OF INFORMATION.

Bank's privacy policy sets forth how Bank treats and protects your personal information that it obtains when providing the Card services to you. Bank will provide you with a copy of the privacy policy when the Card is issued to you. You should review this privacy policy and retain a copy of it for your records. The privacy policy may be made available to you annually, electronically to the extent permitted under applicable law.

Generally, absent your consent, we will not disclose information about your Card Account, your Card, or its transactions to third parties, but may do so under the following circumstances: (i) where it is necessary or appropriate for completing transfers or other transactions; (ii) to comply with a statute, regulation, or rule or as required or permitted by applicable law; (iii) in connection with examinations by state and federal banking authorities; (iv) to comply with any legal process, including, without limitation, a subpoena, search warrant, or other order of a government agency or court; (v) to verify the existence and condition of your Card Account or your Card for a third party, such as a credit bureau or a merchant; (vi) to provide information to your legal representative or successor; (vii) to report the involuntary cancellation and revocation of your Card Account or your Card; (viii) when we conclude that disclosure is necessary to protect you, your Card Account, your Card, or our interests; (ix) to our agents, independent contractors, and other representatives in connection with the servicing or processing of your Card Account, your Card, or its transactions, or similar purposes; (x) to our affiliated banks and companies; or (xi) if you give your permission.

9. RECEIPTS AT ATMS; OBTAINING TRANSACTION AND AVAILABLE BALANCE INFORMATION.

You will get a receipt each time you use an ATM to make an electronic transfer, unless you designate otherwise. The receipt you receive is evidence of the transaction as recorded by the ATM. All transactions are subject to posting, final payment, or verification, as applicable. Your receipt may contain information related to the available balance.

You may obtain information about your remaining balance by calling our number, as listed in Section 22 of these Terms. That information is also available when you make a balance inquiry at an ATM. This information, along with a 12-month history of Card Account transactions, is also available online at EPPICard.com.

You also have the right to obtain at least 24 months of written history of Card Account transactions by calling us or writing to us at the number/address listed in Section 22 of these Terms. You will not be charged a fee for this information unless you request it more than once per month.

You may sign up on EPPICard.com, for no fee, to receive email, phone call, or text notifications when a deposit is made to your Card Account and to receive email or text notifications if certain other events occur. You may also sign up via the interactive voice response (IVR) system at the phone number listed in Section 22 of these Terms, to receive a phone call notification when a deposit is made to your Card Account. You may cancel these notifications at any time via the method(s) (web or IVR) that you used to sign up for them. We will never assess you a fee to receive these notifications.

You may also sign up to utilize Instant Mobile Balance Text alerts (if you sign up, you will only receive these alerts in response to texting "BAL" to the number designated by us). You may sign up on EPPICard.com, for no fee, or via the IVR system at the phone number listed in Section 22 of these Terms.

You will be charged a fee for each Instant Mobile Balance Text alert that you request after the first such alert each calendar month; please refer to the Fee Schedule in Section 24 of these Terms for applicable fees. You may unenroll at any time via the method (web or IVR) that you used to enroll. Transactions with no fee expire at the end of each calendar month if not used.

You are responsible for all charges and fees imposed by your mobile carrier or internet service providers.

10. YOUR LIABILITY FOR UNAUTHORIZED CARD USE; LOST OR STOLEN CARD OR PIN.

Zero Liability Protection

Your Card comes with Zero Liability protection for unauthorized transactions that you report promptly. With Zero Liability protection, if your Card or Card number is ever lost or stolen and used without your permission, you must tell us immediately (refer to Section 22 of these Terms for our contact information). If you do, you will not be responsible for unauthorized transactions made using your Card or Card number. The Zero Liability protection we provide to you goes beyond what is required by Regulation E (see the Regulation E Disclosures provision below in this Section 10).

An "unauthorized transaction" is a transaction that does not benefit you that is made by a person who does not have your actual or implied authority.

- If you notify us about the unauthorized transaction within 60 days of when your transaction history first shows the unauthorized transaction, you will be protected for your losses.
- If you notify us about the unauthorized transaction after 60 days, we may not reimburse you for unauthorized transactions. You may be required to provide documentation to support your claim, including an affidavit of unauthorized use and a police report. In addition, we will consider whether any negligence on your part has contributed to the transaction in question.

The following are not considered to be unauthorized transactions under Zero Liability protection, which means you are liable for any transaction:

- by a cardholder or person authorized by a cardholder, or other person with an interest in or authority to transact business on the Card Account;
- by a person you have authorized to use your Card, even if that person has exceeded the authority you gave;
- a merchant has processed in error, or you are unhappy with goods or services you purchased. In these cases, first contact the merchant to resolve the situation.

In Case of Errors or Questions about Your Electronic Fund Transfers

Call 1-866-898-2213 (for hearing impaired dial 711) or write to us at Customer Account Services, P.O. Box 245997, San Antonio, Texas 78224-5997 AT ONCE, if you think an error has occurred in your Card Account. We must allow you to report an error until 60 days after the earlier of the date you electronically access your Card Account, if the error could be viewed in your electronic history, or the date we sent the FIRST written history on which the error appeared. You may request a written history of your transactions at any time by calling us or writing us at the number/address listed in Section 22 of these Terms. You will need to tell us:

- Your name and Card number.
- Why you believe there is an error, and the dollar amount involved.
- Approximately when the error took place.

If you tell us by phone, we may require that you send us your complaint or question in writing within 10 business days.

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 Account within 10 business days for the amount you think is in error, so that you will have the 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 Account.

For errors involving new Card Accounts, point-of-sale, or foreign initiated transactions, we may take up to 90 days to investigate your complaint or question. For new Card Accounts, we may take up to 20 business days to credit your Card Account for the amount you think is in error.

We will tell you the results within 3 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 at the number listed in Section 22 of these Terms.

Regulation E Disclosures

Please see the Zero Liability Protection provision above in this Section 10 for our approach to your liability for unauthorized transactions. Zero Liability protection provides you with additional protection compared to Regulation E in the event of unauthorized transactions. However we must also share the following Regulation E disclosures:

Tell us AT ONCE if you believe your Card, Card number, or PIN has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission. Refer to Section 22 of these Terms for our contact information. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your Card Account. If you tell us within 2 business days after you learn of the loss or theft of your Card, Card number, or PIN, you can lose no more than \$50 if someone used your Card, Card number, or PIN without your permission.

If you do NOT tell us within 2 business days after you learn of the loss or theft of your Card, Card number, or PIN, and we can prove we could have stopped someone from using your Card, Card number, or PIN without your permission if you had told us, you could lose as much as \$500.

Also, if your transaction history shows transfers that you did not make, including those made by Card, Card number, PIN, or 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.

11. BANK LIABILITY.

If we do not complete a transfer to or from your Card on time or in the correct amount according to these Terms, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance, if, through no fault of ours, you do not have enough Card Account funds to make the transfer; if the ATM where you are making the transfer or other transaction does not have enough cash; if the terminal or system was not working properly and you knew about the breakdown when you started the transfer or other transaction; if circumstances beyond our control (such as fire or flood) prevent the transfer or other transaction, despite reasonable precautions that we have taken; if we are prohibited by law from completing the transaction; or there is some other exception stated in our agreement with you.

12. DISCLAIMER OF LIABILITY.

In providing the Card Account, the Card, and related service to you, Bank disclaims any duty or responsibility other than those expressly set forth in these Terms.

13. UNCLAIMED PROPERTY.

Under certain circumstances, we are required by state law to relinquish the balance in Card Accounts in which there has been no activity for a specified amount of time, such as withdrawals, balance inquiry, or any other cardholder-initiated contact. The time period for relinquishment, also called escheatment, varies by state. You agree that we are not liable for any loss you may incur due to our good faith compliance with these laws. To recover funds delivered to the applicable state, you must file a claim with that state.

14. TERMINATION; END OF GOVERNMENT PROGRAM.

The Card shall remain the property of Bank and you agree upon demand to return your Card to Bank. At any time and without prior notice, Bank may close your Card Account and revoke or cancel your Card and thereby terminate these Terms and demand return of your Card to Bank. You may terminate these Terms at any time by returning your Card to Bank. If you are still entitled to receive funds from State, you should contact State immediately and request that your future payments be made via an alternate disbursement method. Termination, whether by you or by Bank, shall not affect prior transactions or obligations relating to your Card existing at the time of termination. Upon termination, Bank will arrange to transfer any remaining Card Account funds to you. In the event the State program ends, we will notify you of any steps you must take.

15. AMENDMENT.

We may amend these Terms (visit EPPICard.com for current Terms). To the extent required by applicable law, we will send a notice of the amendment by delivering it to you in the manner agreed to by you and Bank or to your last address as shown on the records of Bank. You are responsible for promptly and directly notifying State of a change in your address.

16. ASSIGNMENT.

You may not transfer or assign these Terms to any other person without Bank's prior written consent. We may assign our rights and obligations to you under these Terms without your consent or notice to you.

17. SEVERABILITY/NO WAIVER.

If any provision of these Terms shall be deemed unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions. Bank's failure to enforce the strict performance of any provision of these Terms will not constitute a waiver of Bank's right to subsequently enforce such provision or any other provisions of these Terms. If, however, any provision of Section 20 of these Terms (Dispute resolution program: Arbitration Agreement) is declared unlawful, void, or unenforceable by judicial determination, then the entire section shall be deemed unenforceable.

18. GOVERNING LAW.

These Terms, the Card Account, the Card, and all transactions hereunder are subject to the laws of the United States, and to the extent applicable, the laws of the state of South Dakota, without regard to conflict of laws principles.

19. LEGAL PROCESS.

Bank may accept and act on any legal process that it believes is valid, whether served in person, by mail or by electronic notification, at any location of Bank. "Legal Process" includes a levy, garnishment or attachment, tax levy or withholding order, injunction, restraining order, subpoena, search warrant, government agency request for information, forfeiture, seizure, or other legal process relating to your Card Account.

20. DISPUTE RESOLUTION PROGRAM: ARBITRATION AGREEMENT.

a. Binding Arbitration. If you have a dispute with Bank, and you are not able to resolve the dispute informally, you and Bank agree that upon demand by either you or Bank, the dispute will be resolved by the arbitration process set forth in this Section. You understand and agree that you and Bank are each waiving the right to a jury trial or a trial before a judge in a public court. As the sole exception to this Arbitration Agreement, you and Bank retain the right to pursue in small claims court any dispute that is within the court's jurisdiction. If either you or Bank fails to submit to binding arbitration following a lawful demand, the one who fails to so submit bears all costs and expenses incurred by the other compelling arbitration.

b. Disputes. A dispute is any unresolved disagreement between you and Bank. It includes any dispute relating in any way to the Card or related services or matters described in these Terms; to your use of any of Wells Fargo's Banking locations or facilities; or to any means you may use to access Wells Fargo. It includes claims based on broken promises or contracts, torts, or other wrongful actions. It also includes statutory, common law, and equitable claims. A dispute also includes any disagreement about the meaning, application or enforceability of this Arbitration Agreement.

c. Arbitration Procedure; Severability. Either you or Bank may submit a dispute to binding arbitration at any time, regardless of whether a lawsuit or other proceeding has been commenced. **Neither you nor 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 Bank may mutually agree to (the AAA or such other mutually agreeable administrator to be referred to hereinafter as the "Arbitration Administrator"), 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. Arbitrator(s) 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 results thereof, except for disclosures of information by a party required in the ordinary course of its business or by applicable law or regulation.

You and Bank (the "Parties") agree that in this relationship: (1) The 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 Arbitration 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 of South Dakota. If any of the provisions of this Arbitration Agreement dealing with class action, class arbitration, 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.

d. Rights preserved. This Arbitration Agreement does not prohibit the Parties from exercising any lawful rights or using other remedies available to preserve, foreclose, or obtain possession of real or personal property; exercise self-help remedies, including setoff and repossession rights; or obtain provisional or ancillary remedies such as injunctive relief, attachment, garnishment, or the appointment of a receiver by a court having jurisdiction. All statutes of limitations applicable to any dispute apply to any arbitration between you and Bank. The provisions of this Arbitration Agreement shall survive termination, amendment or expiration of the Card or any other relationship between you and Bank.

e. 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 opened your Card 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.

21. CONTACTING YOU REGARDING SERVICING.

You agree, in order for us to service your Card, we may from time to time make calls and/or send text messages to you at any telephone number(s) associated with your Card, including wireless telephone numbers that could result in charges to you. The manner in which these calls or text messages are made to you may include, but is not limited to, the use of prerecorded/artificial voice messages and/or an automatic telephone dialing system. You further agree that, in order for us to service your Card, we may send e-mails to you at any e-mail address you provide to us.

22. CONTACT US.

By Phone.

1-866-898-2213

For hearing impaired dial 711.

In Writing.

Customer Account Services

P.O. Box 245997

San Antonio, Texas 78224-5997

23. DAILY TRANSACTION LIMITS.

During each 24-hour period from midnight to midnight, Central Time, ATM withdrawals are limited to \$500 total. If you need to withdraw more than \$500, you may conduct larger withdrawals at the teller window at Bank, or at any bank or credit union which issues credit or debit cards matching the card network logo displayed on your Card. For security reasons, there may be other limits on the number and amount of Card transactions you can make.

24. FEE SCHEDULE.

a. Payment of Bank Fees. The Bank fees applicable to your Card are set forth below and will be automatically deducted from you Card account.

b. Third party fees; When you use an ATM not owned by us, you may be charged a fee by the ATM operator or owner or any network used (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer). In addition, you may be charged fees by other third parties for use of your Card, such as (i) stores and merchants for POS transactions, and (ii) other banks and financial institutions for cash withdrawals at their branches.

c. No fee rights. Any applicable no fee usage rights do not accrue from the period to time period, but expire at end of the time period identified below.

List of all fees for New Mexico Unemployment Insurance Prepaid Card

All Fees	Amount	Details
Spend money		
Transactions at Point-of-Sale (POS) locations	\$0.00	No fee for Personal Identification Number (PIN) or signature based POS transactions in the U.S.
Get Cash		
ATM withdrawal (in-network)	\$1.50	You are allowed 1 in-network ATM withdrawal per deposit for no fee (if unused, these no-fee withdrawals expire at the end of each calendar month); if you do not receive a deposit you are allowed 1 in-network ATM withdrawal per calendar month for no fee. "In-network" refers to the Wells Fargo Bank ATM Network. Locations can be found at wellsfargo.com/locator/
ATM withdrawals (out-of-network)	\$1.50	This is our fee. "Out-of-network" refers to all ATMs outside of the Wells Fargo Bank ATM Network. You may also be charged a fee by the ATM operator, even if you do not complete a transaction.
Teller-assisted cash withdrawal (OTC)	\$5.00	You are allowed 1 teller-assisted withdrawal at Visa member bank or credit union windows per deposit for no fee (if unused, these no-fee withdrawals expire at the end of each calendar month).
Information		
Customer service	\$0.50	Per call, for calling the Interactive Voice Response (IVR) automated line; no additional fee for transferring to a live customer service agent. You are allowed 1 customer service call per deposit for no fee (if unused, these no-fee calls expire at the end of each calendar month).
Instant mobile balance inquiry text	\$0.10	You are allowed 1 instant mobile balance inquiry text per calendar month for no fee. You may be charged a fee by your mobile carrier or internet service provider.
Online access to card account	\$0.00	No fee for accessing account information at EPPICard.com .
Using your card outside the U.S.		
International ATM withdrawal	\$3.50	This is our fee. You may also be charged a fee by the ATM operator, even if you do not complete a transaction. International transaction fee also applies.
International transaction fee	2%	Of the U.S. dollar amount of any type of transaction, including ATM withdrawals. Transactions completed in U.S. Territories are not international transactions.
Other		
Card replacement	\$15.00	You are allowed one 1 card replacement per rolling 12 month period for no fee. Standard card delivery is 7 to 10 calendar days.
Expedited card delivery	\$15.00	If you request your replacement card to be expedited rather than receiving it by regular mail, you will be assessed the expedited card delivery fee, in addition to any applicable card replacement fee. Expedited card delivery is 3 to 5 calendar days.
Funds transfer via Interactive Voice Response (IVR-phone)	\$5.00	Each transfer from your prepaid debit card to your personal bank account will be assessed a fee.

Your funds are eligible for FDIC insurance and will be held at or transferred to Wells Fargo Bank N.A., an FDIC-insured institution. Once there, your funds are insured up to \$250,000 by the FDIC in the event Wells Fargo fails, if specific deposit insurance requirements are met. See fdic.gov/deposit/deposits/prepaid.html for details.

No overdraft/credit feature.

Contact EPPICard Customer Services by calling 1-866-898-2213, by mail at P.O. Box 245997, San Antonio, TX 78224-5998 or visit EPPICard.com.

For general information about prepaid accounts, visit cfpb.gov/prepaid.

If you have a complaint about a prepaid account, call the Consumer Financial Protection Bureau at 1-855-411-2372 or visit cfpb.gov/complaint.