

## Comerica Bank Debit MasterCard® Card Terms of Use

Comerica Bank (“we”, “us” and “Bank”) is providing you with these terms (“Terms”) and the enclosed New York Debit MasterCard® Card (“Card”) because you have agreed with the State of New York (the “State”) to accept child support payments by means of the Card. The New York Debit MasterCard® Card is issued by us pursuant to a license by MasterCard® International Incorporated. These Terms describe your rights and obligations with respect to the Card. If you do not agree to these Terms, do not activate your Card, and call the State office processing your payment to discuss your options.

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

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

- 1. Payments to You.** A Card account has been established with us to fund State payments to you. The State will deposit payments to your Card account. We will make funds available to you only in the amounts designated by the State, and you will be able to access those funds with your Card when funds have been authorized by the State and posted to your Card account. 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 MasterCard® debit cards are accepted. Funds that the State has provided to us to be applied to your Card may be returned to the State if: (a) you fail to activate your Card by selecting your PIN; (b) we do not have your correct address and are unable to deliver your Card by regular mail; or (c) funds are deposited to your Card in error.
- 2. Personal Identification Number.** To use your Card at an automated teller machine (“ATM”) and at some point-of-sale (“POS”) terminals you must use your PIN. At some merchants you may be asked to sign a sales slip and provide identification. At merchants such as gas stations, you may not be required to sign your name or enter your PIN.
- 3. Card Transactions.** You can use the Card to obtain cash at ATMs and financial institutions, and to make purchases at POS terminals and merchants, that participate in the MasterCard® network. When you use the Card to initiate a transaction at certain merchants, such as hotels, a hold may be placed on your available Card funds for an amount equal to or in excess of your ultimate transaction. The held funds will not be available to you for any other purpose. Any excess will be released for your use when the transaction is finally settled.

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

We may refuse to authorize a Card transaction if: (a) it would exceed the amount that the State has advised us to make available for your use; (b) the Card is reported lost or stolen; (c) we believe the Card is counterfeit; or (d) we are uncertain whether the transaction is authorized by you or permitted by law. We may temporarily “freeze” the Card and attempt to contact you if we note transactions that are unusual or appear suspicious.

In order to protect your Card account, we may temporarily impose limits on the dollar amount, number and types of transactions performed using your Card. These Card limits could include limits on the number and dollar amount of ATM cash withdrawals and POS transactions. An ATM operator may impose additional ATM withdrawal limits and/or surcharges.

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 account in error, or funds that do not belong to you. You are not authorized to spend these funds because the State has not authorized us to make these funds available through the Card. In such events, this error will be corrected once discovered and funds will be adjusted in your Card account. Should the adjustment result in your Card account balance becoming negative, a notice 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 account as described in Section 9 of this document. Your Card must not be used for any unlawful purpose (for example, to facilitate Internet gambling). You agree not to use your Card or funds for any transaction that is illegal. We reserve the right to deny transactions or authorizations from merchants apparently engaging in the Internet gambling business or identifying themselves through transaction records or otherwise as engaged in such business. You also may experience difficulties using the Card at: unattended vending machines and kiosks; gas station pumps (you may go inside to pay).

Pre-authorized Payments. You may use your Card to make regular, pre-authorized payments to merchants by giving your Card information to a merchant. If these payments may vary in amount, the merchant you are going to pay will tell you 10 days before each payment, when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.

You have the right to cancel a pre-authorized payment from your Card if you call us at 1-866-461-4093 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 and to provide us with a copy of your notice to the payee, revoking the payee’s authority to originate debits to your Card, within 14 days after you call. If we do not receive the written confirmation within 14 days, we may honor subsequent debits to your Card. For individual payments, please specify the exact amount (dollars and cents) of the transfer you want to stop, the date of the transfer, and the identity of the payee. Unless you tell us that all future transfers to a specific recipient are to be stopped, we may treat your stop payment order as a request concerning the one (1) transfer only. If you order us to stop one of these payments at least three (3) business days before the funds 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. Remember, we will never ask you to provide or confirm your PIN over the telephone or our website. If you receive an email that appears to come from us or see a website that contains our name, do not respond to any request for your PIN. If you suspect fraud, please contact us as soon as possible at 1-866-461-4093. Your Card is our property and must be returned to us upon request.
- 5. Fees.** All fees associated with your Card use are deducted from your Card account.
  - a. ATM Cash Withdrawals.** You are allowed two (2) ATM cash withdrawals for no fee each month at “in-network” (i.e., Wells Fargo Bank, Citizens Bank, Alliance One Credit Unions, and Allpoint) ATMs located in the State of New York. A fee of \$0.90 is charged for each additional in-network ATM withdrawal. A fee of \$0.90 is charged for each ATM withdrawal at ATMs not in-network. If you conduct a transaction at an ATM that is not in-network, the owner of the ATM may impose an additional fee called a “surcharge.” Read the screen message carefully for information

related to surcharges before you press “Enter.” You will have the option to cancel the transaction and go to another ATM. Visit our website at [www.EPPICard.com](http://www.EPPICard.com) or call us at 1-866-461-4093 to find the nearest locations of surcharge-free ATMs.

When using your Card at an ATM, the maximum total amount that may be withdrawn from your Card account per calendar day is \$500.00. If you need to withdraw more than \$500.00, you may conduct additional withdrawals at a MasterCard Member Bank or Credit Union teller window

- b. ATM Cash Withdrawal Denials.** We will assess a fee of \$0.50 for each ATM denial. A denial occurs when there are not available funds to cover your cash withdrawal request.
  - c. ATM Balance Inquiry.** You are allowed unlimited ATM balance inquiries for no fee at in-network ATMs. A fee of \$0.50 is assessed for each balance inquiry at an out-of-network ATM.
  - d. Teller-assisted Cash Withdrawals.** You are allowed unlimited teller-assisted cash withdrawals for no fee at MasterCard® Member Bank or Credit Union Teller windows located in the U.S.
  - e. International Transactions.** We impose a charge of 1% of the transaction amount for each ATM withdrawal you conduct outside the U.S. We also assess a fee of \$1.50 for each International ATM cash withdrawal. The owner of the ATM may also impose an additional surcharge for each ATM cash withdrawal.
  - f. Replacement Card.** After receipt of your initial Card and its activation, you are allowed one (1) Card replacement for no fee every 12 month period. A \$5.00 fee will be charged for each additional Card replacement; plus an additional \$15.00 fee will be charged if you request that the replacement Card be sent expedited delivery rather than by regular mail.
  - g. Calling Customer Service.** You are allowed to make unlimited calls to Customer Service Interactive Voice Response (IVR) for no fee.
  - h. Low Balance Alerts, High Dollar Transaction Alerts, and Deposit Notifications.** There is no fee to sign up for deposit notifications, low balance alerts, or high dollar transaction alerts via email, phone, or text message. You are responsible for all charges and fees associated with usage of email or text messages imposed by your mobile carrier or internet service providers.
- Note: Fee-free transactions earned expire at the end of each calendar month if not used.
- 6. Foreign Currency Transactions.** If you obtain cash or make a purchase in a currency other than U.S. dollars, MasterCard® International will convert the amount deducted from your available funds into U.S. dollars. Under the currency conversion procedure that MasterCard® International uses, the non-U.S. dollar transaction amount is converted into a U.S. dollar amount by multiplying the transaction amount in the non-U.S. dollar currency by a currency conversion rate. The currency conversion rate that MasterCard® International typically uses is either a government-mandated rate, or a wholesale rate provided to MasterCard® International Incorporated. This rate may differ from the rate in effect when the transaction occurred or when we post it against the funds that are available to you. We also impose a charge of 1% of the transaction amount for each ATM withdrawal you conduct outside the U.S. This charge is in addition to the \$1.50 international ATM transaction fee.
  - 7. Record of Your Available Funds and Transactions.** You can get a receipt at the time you perform a transaction at an ATM or POS terminal. You may obtain information about your available funds and your last 10 transactions by calling the Customer Service Center toll free at 1-866-461-4093 or by visiting [www.EPPICard.com](http://www.EPPICard.com). From the website, you can select and print monthly statements for tracking the transactions posted to your Card account. 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 1-866-461-4093.

**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 at 1-866-461-4093 or write to us at Customer Account Services, P.O. Box 245997, San Antonio, Texas 78224-5997 with details.

**9. Adjustments to Your Card Account Balance.** There are occasions when adjustments will be made to your Card account to reflect a merchant adjustment, resolve a Cardholder dispute regarding a transaction posted to your Card account, or to adjust entries or deposits posted in error. These processing entries could cause your Card account to have a negative balance. If so, you agree to repay us the amount of any transaction(s) that exceed the authorized amount or cause your Card account to go negative, either from future deposits posted to your Card account or by personal check or money order. The amount to be repaid will be automatically deducted from future payments to your Card account. If no future deposits are made to your Card account, you must satisfy a negative balance by making payment to: EPPICard Payment Processing Service, and mail a check or money order to: Customer Account Services, P.O. Box 245997, San Antonio, Texas 78224-5997. Remember, you always have the right to dispute the amount posted.

**10. In Case of Errors or Questions About Your Transactions.** If you think an error has occurred in connection with your available funds, call us at 1-866-461-4093 or write us at Customer Account Services, P.O. Box 245997, San Antonio, Texas 78224-5997 as soon as you can. We must hear from you no later than 60 days after you learn of the error. You will need to tell us:

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

If the error cannot be resolved over the phone, we will mail you a Request for Investigation Form to complete and return within 10 business days to Customer Account Services, P.O. Box 245997, San Antonio, Texas 78224-5997.

We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your Card within 10 business days (20 business days for new Card accounts opened less than 30 days) for the amount you think is in error, so that you will have the use of the money during the time that 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 give you credit to your Card while we investigate your claim. 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 (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 process, call us at the toll free Customer Service number, 1-866-461-4093.

**11. Your Liability. Tell us AT ONCE if you believe your Card or PIN has been lost or stolen.** Telephoning is the best way of keeping your possible losses down. You could lose all the money associated with your Card. If you tell us within two (2) business days after you learn of the loss or theft of your Card or PIN 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 (2) 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. If you are a California resident you will not be liable for the \$500 amount described above in any event. If you're a New York or Massachusetts resident, your liability for the unauthorized use of the Card will not exceed \$50.

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 or someone you authorized did not transact. We 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, or (2) we conclude that the facts do not reasonably support a claim of unauthorized use.

[Note: Currently under MasterCard® rules, you will not be liable for the \$50 or the \$500 amounts described above for non PIN transactions conducted with your Card if: (i) you have not reported two (2) or more incidents of unauthorized use of your Card in the immediately preceding 12 months, (ii) your Card account is in good standing, and (iii) you exercised reasonable care in safeguarding your Card from loss or theft.]

Also, if the written or verbal transaction history or other Card transaction information that you obtain from us shows fund transfers that you did not make, including those made by Card, PIN or otherwise, tell us at once. If you do not tell us within 60 days after we transmit or otherwise make such information available to you, by telephone, electronic statement or written statement, 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.

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

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

- Through no fault of ours, you do not have enough available funds on your Card to perform the transaction;
- We believe the transaction may not be authorized by you.
- 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 fund 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. Limitation of Time to Sue.** An action or proceeding by you to enforce an obligation, duty or right arising under these Terms or by law with respect to the Card or the Card service must be commenced within 12 months after the cause of action accrues, unless this limitation is not permitted by applicable law.

**14. 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 by calling Customer Service. In most cases, a telephone call will quickly resolve the problem in a friendly, informal manner. If a dispute cannot be resolved informally, you or we may file an action. You and we each give up the right to a trial by a jury to resolve each dispute, claim, demand, cause of action, and controversy between you and us arising out of, or relating to 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).

**15. Privacy.** We may obtain non-public 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 non-public 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 non-public personal information about you to those employees who need to know that information to provide products and services to you. We maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

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

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

**18. Assignment.** You may not assign your rights or obligations in connection with these Terms, the funds available to you through your 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 unlawful, void, or unenforceable, it will be deemed severed from these Terms and shall not affect the validity and enforceability of the remaining provisions. We may delay enforcing our rights under these Terms without losing them. Any waiver by us will not be deemed a waiver of other rights or of the same right at another time.

**20. Governing Law.** These Terms will be governed by and construed in accordance with applicable federal law and 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 as permitted by state and federal law. 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 Card account, 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) 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 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 contacting Customer Service at 1-866-461-4093.

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