

# MASTERCARD® PREPAID GIFT CARD CARDHOLDER AGREEMENT

**TREAT THIS CARD LIKE CASH. YOU ARE RESPONSIBLE FOR SAFEGUARDING YOUR PIN AND CARD NUMBER. THE FUNDS ON THIS CARD WILL BE AVAILABLE UNTIL SPENT OR FOR AT LEAST 5 YEARS.**

These terms and conditions of use and Cardholder Agreement (this "Agreement") constitute our disclosure to you and an agreement between you and us with respect to our issuance and your use of the enclosed Prepaid MasterCard Gift Card ("Card"). Your Card allows electronic access to your prepaid funds anywhere MasterCard debit is accepted for purchases at merchant point-of-sale ("POS") locations. **You may not use your Card to obtain cash at ATMs.** The value of funds available on the Card at any one time (your "Available Balance") is limited to the dollar amount of prepaid funds, less amounts deducted for purchases and for fees.

In this Agreement, "you" or "your" means the purchaser of the Card and, as assignee, any person who has received the Card and is authorized to use it as provided for in this Agreement, and "we", "us" or "our" means CenterState Bank of Florida, N.A. and its successors and assigns.

By receiving and using the Card, you agree with us that the Card, and the money or funds stored on the Card, are subject to this Agreement. **PLEASE READ THIS AGREEMENT CAREFULLY AND KEEP IT FOR FUTURE REFERENCE.** This Agreement includes a mandatory arbitration provision at Section 15.

The Card is only offered to individuals over the age of 18 that can lawfully enter into and form contracts under applicable law, and by using the Card you represent and warrant to us that you are such an individual. We may refuse to issue the Card to anyone for any reason. This Card is our property and we may revoke the Card at any time without cause or notice. You must surrender a revoked Card and you may not use an expired or revoked Card.

## Section 1. CONTACT INFORMATION.

CenterState Bank of Florida, N.A. 1101 First Street South Winterhaven, FL 33880

**Section 2. YOUR CARD.** The Card is a prepaid, stored value card. This means that there is no separate deposit account established for you that is associated with the Card. There is a limited purpose prepaid account in which the funds that are stored on the Card are maintained. You have no rights in those funds, except to access the funds through the Card in accordance with this Agreement. You may not make any deposit, withdrawal or any other transaction with the Card or the prepaid account, except for the Card transactions described in this Agreement. **The account in which the prepaid funds are deposited is FDIC-insured to the maximum extent permitted by law. For information with respect to FDIC insurance on your prepaid funds, visit our web site at [www.centerstatebank.com](http://www.centerstatebank.com).**

**Section 3. YOUR SIGNATURE and OPTIONAL PIN.** There is a panel on the back of the Card for your signature. You should sign this panel on 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 this Agreement, does not depend on whether or not you sign your Card.

You may also choose to obtain a personal identification number ("PIN") in order to protect your transactions using the Card. Call 1-888-621-1397 if you wish to obtain a PIN. You should not disclose your PIN to anyone. If the security or confidentiality of your PIN is compromised, you should notify us at once. A PIN will generally not be needed in order to purchase goods or services at merchant locations that accept MasterCard cards.

**Section 4. USING YOUR CARD.** Your Card may be used to access the Available Balance of funds stored on the Card anywhere MasterCard debit cards are accepted.

- If you pay at the pump for gas, the card terminal in the "pay at the pump" stations automatically checks to see if your Card has enough money left to pay for an average purchase of gas which varies among merchants and is at least \$75. If your Card does not have enough money to pay for this amount, your transaction will be declined. The average gas purchase amount changes just as retail gas prices change. If you plan to buy less than \$75 worth of gas, it is recommended that you give your Card to the station attendant and state exactly how much gas you want to purchase, instead of swiping your Card at the pump.
- When making a purchase greater than the Available Balance on the Card, alert the cashier to utilize another form of payment to cover the amount greater than what is available on the Card. Ask the cashier to use remaining balance of the Card as the second form of payment.

There is no credit line associated with your Card. This means that you must have a sufficient Available Balance at the time of a transaction in order to pay for the transaction and associated fees.

**Limitations on Use.** You may use your Card only in the manner and for the purposes authorized by this Agreement. You may not use your Card for any illegal purpose, and you may not resell your Card. You may not use your Card to obtain cash at ATMs. **INTERNET GAMBLING TRANSACTIONS PROHIBITED:** You may not use your Card to initiate any type of electronic gambling transaction through the Internet.

We may restrict access to your Card if we notice suspicious activities. If access is denied, you should contact us at the address in Section 1 so that we may discuss and rectify any problems. You are responsible for all authorized transactions using your Card.

**Authorizations and Holds.** Any entity honoring your Card will be required to obtain approval or authorization for any transaction in accordance with the rules of MasterCard

International, Inc. When an authorization is issued, a thirty-day hold may be placed on the value on the Card in the amount of the authorization. When you use your Card in a tipping environment (at restaurants, bars, barber or beauty shops or for taxis or limos), the amount of authorization may include a tip of 20%-25%. Up to a ninety-day hold may be placed on the value on the Card in the amount of the preauthorization request made by hotels and rental merchants. If the authorization request varies from the amount of the transaction the merchant subsequently submits to the MasterCard system, settlement of the transaction may not remove the hold, which may remain on the Card until the hold days have expired. If your Card is subject to a hold, the value on the Card that is subject to the hold will not be available for other purposes.

**Card Loading.** Your Card may not be reloaded with monetary value by you directly.

**Card Expiration.** Your funds will be available until the earlier of your use of the funds or 5 years. If the date indicated on the face of your Card shows expiration before that time, you may obtain a replacement card at no cost.

## Section 5. FEES AND CHARGES FOR USE OF CARD.

**Bank Fees.** The following fees and charges are imposed by us on your use of the Card and will be charged to the Card.

Inactivity Fee	Following 12 months of inactivity on Card	\$5.00 per month until zero
Replacement Card Fee	Replacement for lost stolen card	\$5.00

**Foreign Transactions and Currency Conversion Fee.** If you obtain your funds (or make a purchase) in a currency other than the currency in which your Card was issued, the amount deducted from your funds will be converted by MasterCard International, Inc. into an amount in the currency of your Card and may include fees charged directly by us. The conversion may occur on a date different than the transaction date. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by MasterCard International, Inc. from the range of rates available in wholesale currency markets for the applicable central processing date, which may vary from the rate MasterCard International, Inc. itself receives, or the government-mandated rate in effect for the applicable central processing date. You agree to pay the converted amount, which includes the rate of exchange between foreign currency and US currency in effect one day prior to the processing date, increased by up to \$0.50 and 2%.

**Section 6. DOCUMENTATION OF TRANSACTIONS.** You will receive the following documentation with respect to your Card transactions:

- At the time you make a merchant POS transaction, you will obtain a receipt for the transaction.
- You will receive a monthly electronic or paper statement showing all debits and credits posted to your Card that month, including any fees assessed by the Card Issuer against your Card during the statement period. In addition, you can determine your Available Balance by calling 1-888-621-1397 or via the Internet at [www.card-support.com](http://www.card-support.com).

**Section 7. DISPUTES WITH MERCHANTS.** You do not have the right to stop payment on any purchase transaction originated by use of your Card. We are not responsible for any injury to you or to anyone else caused by any goods or services purchased or leased with your Card. **YOU ARE RESPONSIBLE FOR RESOLVING ALL DISPUTES CONCERNING THE QUALITY OF GOODS OR SERVICES PURCHASED FROM THE MERCHANT THAT ACCEPTED YOUR CARD.**

**Section 8. DISCLOSURE OF INFORMATION TO THIRD PARTIES.** We will disclose information to third parties about your Card or the transactions that you make:

- Where it is necessary for completing a transaction; or
- In order to verify the existence and condition of your Card; or
- In order to comply with government agency or court orders or as otherwise required by law or in connection with examinations by banking authorities; or
- For analytical purposes; or
- If you conclude that disclosure is necessary to protect you or our interests; or
- If you give your permission to us or to other parties.

**Section 9. BALANCE AND ACTIVITY INFORMATION.** You are responsible for keeping track of the transactions on your Card to ensure that you do not exceed your Available Balance. You can review your Available Balance and a report of transactions on your Card ("Activity Report") by calling toll-free 1-888-621-1397 or visiting [www.card-support.com](http://www.card-support.com). This information is available to you 24 hours a day, 7 days a week.

**Section 10. NOTICE OF ERRORS.** If you think a receipt is wrong or you have a question concerning a Card transaction, call us toll free at 1-888-621-1397, or write to: **Cardholder Services, P.O. Box 7235, Sioux Falls, SD 57117-7235**, or visit [www.card-support.com](http://www.card-support.com) as soon as you can. We must hear from you no later than 60 days after the transaction date and you must provide the following information: (i) your name and Card number; (ii) a description of the error or the transaction you are unsure about and an explanation as to why you believe it is an error or why you need more information and (iii) the dollar amount of the suspected error. If you tell us orally, we may require that you send us your complaint or question in writing within 5 business days.

**Section 11. YOUR LIABILITY FOR CARD USE.** Tell us AT ONCE if you believe your Card has been lost or stolen, or if you believe that someone has transferred or may transfer money from your Card without your permission. Telephoning is the best way of keeping your possible losses down. If your Card has been lost or stolen, we will close your Card to minimize losses. While we are happy to answer your questions about transactions, please remember that you will be considered to have authorized any transaction by anyone using your Card or Card number. We reserve the right to require an affidavit and conduct an investigation into the validity of any request.

Under MasterCard's zero liability policy: you must reasonably demonstrate that you exercised reasonable care in safeguarding your Card from risk of loss and theft; your Card must be in good standing (e.g., not presently or recently overdrawn, and not presently or recently under suspicion of possible illegal or suspicious use); and we cannot have received two or more reports of unauthorized use of your Card in the last 12 months. Zero Liability does not apply to MasterCard cards: (i) issued or sold "anonymously" (for example, a prepaid card purchased in a store), until such time as the identity of the cardholder has been registered with the financial institution that issued the card; or (ii) if a PIN is used for the unauthorized purchase.

**Section 12. BANK LIABILITY.** If we do not complete a transfer from your Card on time or in the correct amount according to this Agreement, 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 money stored on your Card to make the transaction.
- If the terminal or system was not working properly and you knew about the breakdown when you started the Card transaction.
- We are prohibited by law from completing the transaction.
- If circumstances beyond our control (such as fire or flood) prevent the Card transaction, despite reasonable precautions that we have taken.

**Section 13. SYSTEMS UNAVAILABILITY.** The electronic transfer functionality and/or electronic statements may not be available when systems require maintenance or upgrades or major unforeseen events occur, such as earthquakes, fires, floods, computer failures, interruptions in telephone service, electrical outages, civil unrest or riots, war, or acts or threatened acts of terrorism or other circumstances beyond our control. We have no liability for interruptions or delays in services due to systems unavailability.

#### **Section 14. MISCELLANEOUS.**

**Dormant Card Accounts.** You acknowledge and agree that we may be required by applicable law to turn over to a state government authority any funds remaining on your Card after a period of inactivity or dormancy.

**Amendment.** We can change this Agreement at any time, and such changes will be binding on you. If required by law, we will post notice of the change on our web site prior to the effective date of the change. However, if the change is made for security purposes, we can implement it without prior notice. Your use of the Card constitutes acceptance of any amendment implemented by us.

**Disclaimer of Liability.** In providing the Card and related services to you, we disclaim any duty or responsibility other than those expressly set forth in this Agreement.

**Applicable Law.** This Agreement is governed by applicable federal laws, rules and regulations. To the extent federal law is not applicable, the laws of the State of Florida govern this Agreement.

**Waiver.** We may waive any of the provisions or conditions of this Agreement, but any such waiver will be effective only on that occasion and will not be a continuing waiver or a waiver on any other occasion. We can delay enforcement of any of our rights under this Agreement without losing them.

**Section 15. ARBITRATION. PLEASE READ THIS PROVISION OF THE AGREEMENT CAREFULLY. IT PROVIDES THAT ANY DISPUTE MAY BE RESOLVED BY BINDING ARBITRATION. ARBITRATION REPLACES THE RIGHT TO GO TO COURT, INCLUDING THE RIGHT TO A JURY AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING.**

**Agreement to Arbitrate.** Either you or we may, without the other's consent, elect mandatory, binding arbitration for any claim, dispute, or controversy between you and us (called "Claims").

**What Claims are subject to arbitration?** All Claims relating to your account, a prior related account, or our relationship are subject to arbitration, including Claims regarding the application, enforceability, or interpretation of this Agreement and this arbitration provision. All Claims are subject to arbitration, no matter what legal theory they are based on or what remedy (damages, injunctive or declaratory relief) they seek. This includes Claims based on contract, tort (including intentional tort), fraud, agency, negligence, statutory or regulatory provisions, or any other sources of law; Claims made as counterclaims, cross-claims, third-party claims, interpleaders or otherwise; and Claims made independently or with other claims. A party who initiates a proceeding in court may elect arbitration with respect to any Claim advanced in that proceeding by any other party. Claims and remedies sought as part of a class action, private attorney general or other representative action are subject to arbitration on an individual (non-class, non-representative) basis, and the arbitrator may award relief only on an individual (non-class, non-representative) basis.

**Whose Claims are subject to arbitration?** Not only ours and yours, but also Claims made by or against anyone connected with us or you or claiming through us or you, such as a co-applicant or authorized user of your account, an employee, agent, representative,

affiliated company, predecessor or successor, heir, assignee, or trustee in bankruptcy. Claims arising in the past, present, or future, including Claims arising before the opening of your account, are subject to arbitration. Any questions about whether Claims are subject to arbitration shall be resolved by interpreting this arbitration provision in the broadest way the law will allow it to be enforced. This arbitration provision is governed by the Federal Arbitration Act (the "FAA").

**What about Claims filed in Small Claims Court?** Claims filed in a small claims court are not subject to arbitration, so long as the matter remains in such court and advances only an individual (non-class, non-representative) Claim.

**How Arbitration Works.** How does a party initiate arbitration? The party filing arbitration must choose one of the following arbitration firms and follow its rules and procedures for initiating and pursuing arbitration: American Arbitration Association or JAMS. Any arbitration hearing that you attend will be held at a place chosen by the arbitration firm in the same city as the U.S. District Court closest to your then current billing address, or at some other place to which you and we agree in writing. You may obtain copies of the current rules of each of the two arbitration firms and forms and instructions for initiating arbitration by contacting them as follows:

**American Arbitration Association**, 225 North Michigan Avenue, Suite 2527, Chicago, IL 60601-7601 Web site: [www.adr.org](http://www.adr.org)

**JAMS**, 1920 Main Street, Irvine, CA 92614 Web site: [www.jamsadr.com](http://www.jamsadr.com)

At any time you or we may ask an appropriate court to compel arbitration of Claims, or to stay the litigation of Claims pending arbitration, even if such Claims are part of a lawsuit, unless a trial has begun or a final judgment has been entered. Even if a party fails to exercise these rights at any particular time, or in connection with any particular Claims, that party can still require arbitration at a later time or in connection with any other Claims.

**What procedures and law are applicable in arbitration?** A single, neutral arbitrator will resolve Claims. The arbitrator will be either a lawyer with at least 10 years' experience or a retired or former judge, selected in accordance with the rules of the arbitration firm. The arbitration will follow procedures and rules of the arbitration firm in effect on the date the arbitration is filed unless those procedures and rules are inconsistent with this Agreement, in which case this Agreement will prevail. Those procedures and rules may limit the discovery available to you or us. The arbitrator will take reasonable steps to protect customer account information and other confidential information if requested to do so by you or us. The arbitrator will apply applicable substantive law consistent with the FAA and applicable statutes of limitations, will honor claims of privilege recognized at law, and will have the power to award to a party any damages or other relief provided for under applicable law. You or we may choose to have a hearing and be represented by counsel. The arbitrator will make any award in writing and, if requested by you or us, will provide a brief statement of the reasons for the award. An award in arbitration shall determine the rights and obligations between the named parties only, and only in respect of the Claims in arbitration, and shall not have any bearing on the rights and obligations of any other person, or on the resolution of any other dispute.

**Who pays?** Whoever files the arbitration pays the initial filing fee. If we file, we pay; if you file, you pay, unless you get a fee waiver under the applicable rules of the arbitration firm. If you have paid the initial filing fee and you prevail, we will reimburse you for that fee. If there is a hearing, we will pay any fees of the arbitrator and arbitration firm for the first day of that hearing. All other fees will be allocated as provided by the rules of the arbitration firm and applicable law. However, we will advance or reimburse your fees if the arbitration firm or arbitrator determines there is good reason for requiring us to do so, or if you ask us and we determine there is good reason for doing so. Each party will bear the expense of that party's attorneys, experts, and witnesses, and other expenses, regardless of which party prevails, but a party may recover any or all expenses from another party if the arbitrator, applying applicable law, so determines.

**Who can be a party?** Claims must be brought in the name of an individual person or entity and must proceed on an individual (non-class, non-representative) basis. The arbitrator will not award relief for or against anyone who is not a party. If you or we require arbitration of a Claim, neither you, we, nor any other person may pursue the Claim in arbitration as a class action, private attorney general action or other representative action, nor may such Claim be pursued on your or our behalf in any litigation in any court. Claims, including assigned Claims, of two or more persons may not be joined or consolidated in the same arbitration. However, applicants, co-applicants, authorized users on a single account and/or related accounts, or corporate affiliates are here considered as one person.

**When is an arbitration award final?** The arbitrator's award is final and binding on the parties unless a party appeals it in writing to the arbitration firm within fifteen days of notice of the award. The appeal must request a new arbitration before a panel of three neutral arbitrators designated by the same arbitration firm. The panel will consider all factual and legal issues anew, follow the same rules that apply to a proceeding using a single arbitrator, and make decisions based on the vote of the majority. Costs will be allocated in the same way they are allocated for arbitration before a single arbitrator. An award by a panel is final and binding on the parties after fifteen days has passed. A final and binding award is subject to judicial review and enforcement as provided by the FAA or other applicable law.