

## Commercial Prepaid Digital Account Agreement

Effective Date: September 1, 2019

### Commercial Prepaid Digital Account Agreement

By using or allowing another to use your Commercial Prepaid Digital Account, you agree to be bound by the terms and conditions of this Commercial Prepaid Digital Account Agreement (“Agreement”). This Agreement is the agreement between you and Bank of America with respect to the issuance and use of your Commercial Prepaid Digital Account (“Account”). It describes the electronic banking services you can use with your Account (as defined below) and includes information about our and your rights and obligations. This Agreement discloses the terms and conditions of your Commercial Prepaid Digital Account. You are not entitled to the same rights or benefits given to deposit account customers or debit card holders at Bank of America, N.A. unless such rights or benefits are contained in this Agreement.

**Please read this Agreement and the Fee Disclosure and Other Important Disclosures (“Fee Disclosure”) carefully and keep it for future reference (the Fee Disclosure can be accessed via the account website or the initial email you received).** In this Agreement, “you”, “your” and similar words mean the person(s) who has received the Account and is authorized to use it as provided for in this Agreement; “we”, “us”, “our” and similar words mean Bank of America, N. A. and its successors and assigns; and “your sponsor” means the government agency, employer or other commercial entity that has provided the Account for your use.

“Electronic Fund Transfers” include all transfers resulting from prepaid digital accounts, electronic payments, credits and transfers, telephone transfers, and online banking transactions.

“Account” means a Bank of America commercial prepaid digital account, or any other access device that is linked to a commercial prepaid digital account with us.

### 1. General Information

**General Account Information and Funds Loaded to Your Account.** You have received your Account at the request of, and per your agreement with, your sponsor as a means of delivery of funds for the purposes defined by your sponsor with deductions for transactions and fees as more fully described in this Agreement and the Fee Disclosure. Other than additional amounts that may be added by your sponsor or as stated in this Agreement, you may not add or load other amounts to the balance available on your Account. For information on the amounts and scheduled dates of additions to your Account, please contact your sponsor. Except where prohibited by law or otherwise stated in this Agreement, your Account can be used for any purpose you choose except if stated otherwise in the documents provided with this Agreement. Once properly deposited, your sponsor has no rights to any funds in your Account, except as otherwise provided by law or the rules of the network used to make the deposit.

Your Account is our property, and we may revoke your Account at any time without cause or notice. You may not use an expired or revoked Account. No interest is paid on the balance on your Account for any period of time.

**Individual Accounts Only.** Each Account is individually owned by the recipient who receives payments from the Agency. No joint ownership of an Account is permitted.

**Accounts are Not Transferable.** Your Account is not transferable to any other person. We reserve the right not to acknowledge or accept attempted pledges or assignments of, or purported security interests in, your Account.

**Business Days.** For purposes of this Agreement, our business days are Monday through Friday, excluding bank holidays.

## **2. Funds Availability**

**a. When Funds are Available for Withdrawal.** Funds are available for your use on the day we have been instructed by your sponsor to fund your Account. Once the funds are available, you may make the transactions described within this Agreement. Funds received by us may be delayed for a longer period if there is an emergency, such as failure of computer or communications. We will notify you if we delay your ability to make transactions as a result of an emergency and we will tell you when funds will be available.

**b. Overpayments and Reversals.** If funds to which you are not entitled are loaded to your Account by mistake or otherwise, we may deduct these funds and create a negative balance on your Account. We can do this without giving you any prior notice or demand.

**c. “Freezing” Your Card.** If we suspect irregular, unauthorized, or unlawful activities may be involved with your Account, we may “freeze” (or place a hold on) the balance pending an investigation of such suspected activities. If we freeze your Account, we will give you any notice required by law.

## **3. Your Responsibility**

**a. Responsibility for Account.** You agree to use your Account only in the manner and for the purposes described in this Account Agreement. If you attempt to use your Account in any other manner or for any other purpose, we may decline the transaction or in our discretion we may complete it without incurring any obligation to honor the same type of transaction on future occasions. You are responsible for all transactions and charges incurred through use of your Account by you or by anyone you allow to use your Account. You agree to take reasonable precautions to prevent unauthorized use of your Account or disclosure of your Personal Identification Number (“PIN”). You will notify us promptly if such use or disclosure occurs. The amount available on your Card will be reduced by the amount of your transactions plus applicable fees. There is no overdraft/credit feature on your Account. To the extent permitted by law, we reserve the right to take or offset funds in any account you have with us or any debt or obligation you owe to us. If you breach or do not fulfill any term of this Agreement, you are responsible to us for all damages and losses.

**b. Your Personal Identification Number (“PIN”).** You must select a PIN at the time you activate your Account and prior to using your Account for transactions. If you need to reset the PIN, *please call us at 1.866.213.8564, 1.866.656.5913 TTY, or 423.262.1650 (Collect, when calling outside the U.S.) or visit us online at [www.bankofamerica.com/commercialprepaidcard](http://www.bankofamerica.com/commercialprepaidcard) to add a PIN to your Account.*

**c. Activating your Account.** You must register and activate the Account by clicking on the link in the initial email you received before you can use the Account..

**d. Converting to a Physical Plastic.** You may request to convert from a Digital Account to a physical card embossed with your name. You understand and acknowledge that the use of the physical card is subject to the Commercial Prepaid Card Agreement which will be provided to you along with the physical card. Once you convert to a physical plastic card, you will no longer be able to use your Digital Account. You may place this request by calling us toll free at 1.866.213.8564.

**4. Cash Access** The Account does not permit any type of cash transaction.

## **5. Limitations on Transactions**

**General limits.** Limitations on your use of the Account are based on your sponsor's program with us and the type of Account you have with us. We may issue authorizations, and permit purchases, in excess of your daily limit. We may decline any transaction if you do not have enough available funds in your Account to cover the transaction. We may decline any transaction if it appears to us to be suspicious or high risk.

**Sponsor imposed limits.** Your sponsor may impose daily limits on transactions. Any daily limits and transaction or usage restrictions imposed by your sponsor will be set forth in the information provided with your Account.

## **6. Online, Phone and Point of Sale Transactions**

- a. Online and Phone Transactions: You may use the Account to make online or phone purchases of goods and services at merchants that have agreed to accept Visa® or Mastercard® debit accounts. You do not have the right to stop payment on any transaction originated by the use of the Account. You agree that we are not responsible for the quality, safety, legality or any other aspect of any goods or services purchased with the Account, if any merchant refuses to accept the Account, or for any other actions of the merchant. You will resolve disputes directly with the merchant on purchases made using the Account, and accept a credit to the Account as the method of refund.
- b. If applicable to your sponsor's program, you may add your card to a supported mobile wallet in order to use your Account to perform a point-of-sale transaction.

**a. Liability for purchases.** We are not liable if a merchant or financial institution does not accept your Account or Account number. Each time you use your Account to purchase goods or services at a merchant, you authorize us to deduct the amount of the transaction, including any fees, from your prepaid Account. Even if the merchant's terminal allows you to choose debit or credit, the amount of the transaction is deducted from your prepaid Account. It is not a credit transaction and your Account is not a credit card.

***b. Purchases in excess of Account value.*** If your purchase amount is greater than the remaining value on your Account, some merchants will permit you to pay the difference with alternative methods. You must inform the merchant before beginning your transaction and you must know the remaining value on your Account. You do not have the right to stop payment on any point-of-sale transaction originated by use of your Account. You agree that we are not responsible for goods or services purchased with your Account, if any merchant refuses to accept your Account, or for any other actions of the merchant.

***c. Holds.*** When we approve a request from a merchant or other financial institution to authorize a transaction you conduct with your Account, we may place a hold on the funds. The hold reduces the available balance on your Account by the amount stated in the request. Because the hold reduces the available balance on your Account, your remaining available balance must be sufficient to cover other items that post to your Account. In most cases the hold expires when the transaction posts to your Account or three business days after the request, whichever occurs first. When the hold expires, the amount being held is added to or subtracted from your available balance. The amount is not applied to a specific transaction. Please note that placing these holds reduces the available balance on your Account and removing these holds either increases or decreases the available balance on your Account. We are not responsible for damages or losses of any type, including wrongful dishonor, for any transaction that is not authorized because of a hold.

***d. Merchant acceptance of your Account.*** We have no liability or responsibility if, for any reason, your Account is not honored for all or part of a transaction at any establishment or the merchant fails to abide by the applicable network rules and regulations when accepting your Account.

***e. Refunds, stop payments and merchant disputes.*** You do not receive cash refunds for returns of merchandise or services purchased using your Account. When a merchant gives you a refund for a purchase made using your Account, the refund is credited back to your Account and will appear on your next statement, if applicable or in your Account history. You may not place a stop payment on a purchase transaction. You should settle any disputes you have about goods or services you purchase using your Account directly with the merchant. If a merchant misrepresents the quality, price, or warranty of goods and services you purchase using your Account, or if a merchant for any reason refused to accept your Account or fails to abide by the applicable network rules governing your Account, we are not liable to you or responsible for any damages or losses that result from the merchant's misrepresentation, failure to accept your Account or failure to abide by the network rules.

## **7. Foreign Transactions**

If you use your Account to purchase goods or services in a foreign currency or in U.S. dollars with a foreign merchant (a "Foreign Transaction"), we will assess an International Transaction Fee. Any International Transaction Fee will be shown in the transaction section of your monthly Account statement or in your Account history. Please note that Foreign Transactions include U.S. internet transactions made in the U.S. but with a foreign merchant. If the Foreign Transaction is made in U.S. dollars, the International Transaction Fee will be the percentage of that U.S. dollar amount as disclosed in the Fee Disclosure. If the Foreign Transaction is made in a foreign currency, the applicable payment network will convert the transaction into a U.S. dollar amount, and the International Transaction Fee will be the percentage of that converted U.S. dollar amount as disclosed in the Fee Disclosure. If you use your Card to obtain foreign currency from an ATM, the applicable payment network will convert the transaction into a U.S. dollar amount, and the International ATM Currency Conversion Fee will be a

percentage of the transaction amount, plus a per transaction charge at a non-partner ATM as disclosed in the Fee Disclosure; other ATM fees may apply per the Fee Disclosure.

The currency conversion rate used by Visa will be either (1) a rate selected by Visa from a range of rates available in wholesale currency markets for the applicable central processing date, which rate may differ from the rate Visa receives, or (2) a government-mandated rate in effect for the central processing date. The currency conversion rate used by Mastercard will be either (1) a wholesale market rate selected by Mastercard, or (2) a government-mandated rate. The rate used by Visa or Mastercard on the processing date may differ from the rate on the date of your transaction.

### **8. No Preauthorized Transactions**

You may not make pre-authorized regular payments through the use of your Account.

### **9. Negative Balances and Unposted Transactions**

When you do not have enough available funds on your Account to cover purchases, we will decline the transaction and you will not be subject to overdraft fees. There is no overdraft/credit feature on your Account.

However, if a negative balance does occur in your Account, you agree (a) that we may take the amount of the negative balance from subsequent additions to your Account or (b) to pay us on demand the amount of the negative balance.

If your Account is closed, leaving outstanding but unposted transactions originated by using the Account, you agree to immediately repay us the amount of these outstanding transactions.

### **10. Right to Receive Documentation of Transactions**

a. Terminal Receipts. You usually can get a receipt at the time you make any transaction with your Account. If the receipt and our records conflict, our records will govern.

b. Preauthorized Credits. You can call us at 1.866.213.8564, 1.866.656.5913 TTY, or 423.262.1650 (Collect, when calling outside the U.S.), to find out whether or not a direct deposit has been made.

c. Delivery of Statements and Notices. If you request to receive your monthly Account statement by mail, we will deliver it to the last address we have on our records for you. See the Fee Disclosure for the fee for receiving monthly Account statements by mail. You agree to notify us promptly, in writing, at the address listed in Section 16 below, of any change of address or you may change your address online at [www.bankofamerica.com/commercialprepaidcard](http://www.bankofamerica.com/commercialprepaidcard). If you receive your monthly Account statement by mail, you may request that rather than receiving it by mail, you may review it electronically. If you wish to do so, you may make this request online at [www.bankofamerica.com/commercialprepaidcard](http://www.bankofamerica.com/commercialprepaidcard) or you may contact the Commercial Prepaid Debit Card Customer Service Center (the "Service Center") at the address or phone number below.

**ACCOUNTHOLDERS WHO DO NOT RECEIVE MONTHLY ACCOUNT STATEMENTS BY MAIL**

Access to Your Account Information. You may obtain information about the amount of money you have remaining in your Account by calling 1.866.213.8564, 1.866.656.5913 TTY, or 423.262.1650 (Collect, when calling outside the U.S.). This information, along with a 12-month history of Account transactions, is also available online at [www.bankofamerica.com/commercialprepaidcard](http://www.bankofamerica.com/commercialprepaidcard).

You also have the right to obtain a 24-month written history of Account transactions by calling 1.866.213.8564, 1.866.656.5913 TTY, or 423.262.1650 (Collect, when calling outside the U.S.), or writing to us at: Bank of America, P.O. Box 8488, Gray, TN 37615-8488. You will not be charged a fee for this information unless you request it more than once per month.

Prompt Review of Account Information. You agree to promptly review your Account information and to notify the Service Center at the address or phone number in Section 15 below at once if any Account information shows transactions that you did not make or authorize. Section 15 below has more specific information about disputing transactions, fees, or errors.

#### CARDHOLDERS WHO RECEIVE MONTHLY ACCOUNT STATEMENTS BY MAIL

Monthly Account Statements. Upon your request, we will provide you with an Account statement monthly for every month in which your Account is open. The statement will include information about the transactions you made, deposits, fees and adjustments to your Account. A fee may apply to receive a monthly paper statement. For more information see the Fees Disclosure.

Prompt Review of Statements. You agree to promptly review your monthly Account statements and to notify the Service Center at the address or phone number in Section 15 below at once if any statement shows transactions that you did not make or authorize. Section 15 below has more specific information about disputing transactions, fees, or errors shown on your monthly Account statement.

### **11. Bank Fees**

Fee Disclosure. Bank fees associated with your Account are listed in the Fee Disclosure. These fees are imposed by us and retained by us. We may also charge you a handling fee if you request a special service.

Payment of Fees by You. You agree to pay all fees listed in the Fee Disclosure. Fees will be taken from the balance of your Account as they occur. The sponsor may not charge you any fees in connection with your Account.

### **12. Privacy Policy and Disclosure of Account Information to Third Parties**

As part of your sponsor establishing a commercial prepaid digital account program with us, you will receive with your Account a link to the Prepaid Card Privacy Notice which generally addresses our policy for handling and disclosing information for your Account. You may view this Prepaid Card Privacy Notice at [www.bankofamerica.com/prepaidprivacy](http://www.bankofamerica.com/prepaidprivacy).

With respect to any information we collect from you as a result of your Account, we will only share such information related to your Account, from time to time, subject to any applicable financial privacy

laws or other laws or regulations, (a) where it is necessary for completing transactions; (b) in response to any subpoena, summons, court or administrative order, or other legal process which we believe requires our compliance; (c) in connection with collection of indebtedness or to report losses incurred by us; (d) in compliance with any agreement between us and a professional, regulatory or disciplinary body; (e) in connection with potential sales of businesses; (f) to service providers who help us meet your needs by assisting us in providing the services under this Agreement; or (g) if you give us your written permission.

### **13. Bank of America’s “Zero Liability” Policy for Unauthorized Transactions.**

Federal law (described in the section below entitled "Regulation E Liability Disclosure; Your Liability in Case of Loss, Theft, or Unauthorized Transactions") may limit your liability for unauthorized transactions on your Account, but you may still be liable in some circumstances. Under the Bank of America “zero liability” policy, you may incur no liability for unauthorized use of your Account up to the amount of the unauthorized transaction, provided you notify us within a reasonable time of the loss or theft of your Account, Account number or PIN or its unauthorized use, subject to the following terms and conditions:

Excluded transactions. Our zero liability policy does not apply to any unauthorized electronic fund transfer on an account which does not involve use of an Accountor Account number.

“Unauthorized” defined. A transaction is considered “unauthorized” if it is initiated by someone other than you (the cardholder) without your actual or apparent authority, and you receive no benefit from the transaction. A transaction is not considered “unauthorized” if 1) you furnish your Account, Account number or other identifying information to another person and expressly or implicitly give that individual authority to perform one or more transactions, and the person then exceeds that authority, or 2) for any other reason we conclude that the facts and circumstances do not reasonably support a claim of unauthorized use.

“Reasonable” time defined. Reasonable time will be determined in our sole discretion based on the circumstances but will not be less than the time frames specified under the Electronic Fund Transfer Act or Regulation E (see Section 15 below).

Other considerations. We may ask you for a written statement, affidavit or other information necessary to support your claim. If you do not provide the requested materials within the time requested or within a reasonable time if no date is stated, and we have no knowledge of the facts or other documentation to further investigate or confirm your claim, our zero liability policy may not apply.

Limitation of our Liability. Our liability under this policy is limited to reimbursing you for the amount of your loss up to the face amount of any unauthorized card transaction covered by this

policy. We are not liable for any claims, losses or damages that arise out of your misuse of the Account. We are not liable for any claims of special, indirect or consequential damages.

Your Rights under Regulation E. If your claim does not meet the prescribed conditions for reimbursement under the above policy, you still retain any consumer rights you may have under Regulation E, as described in Sections 13 and 14 below, and we will automatically re-examine the claim in accordance with those rights.

#### **14. Regulation E Liability Disclosure; Your Liability in Case of Loss, Theft, or Unauthorized Transactions.**

Contact Us Promptly. Please contact us at the numbers listed below AT ONCE if you believe your Account has been stolen, or if you believe that someone may use or has used your PIN assigned to your Account without your permission. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your Account. If you tell us within two business days after you learn of the loss or theft, you can lose no more than \$50 for an unauthorized transaction or a series of related unauthorized transfers should someone use your Account or PIN.

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

Also, if your monthly Account statement or your Account history shows transfers that you did not make, including those made by your Account, Account number, PIN or other means, tell us at once. If you receive a monthly Account statement and you do not tell us within 60 days after the statement was mailed 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 contacted us on 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.

If you do not receive a monthly Account statement and do not tell us within 60 days after the earlier of the date you electronically access your 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 (but in any event within 120 days after the transaction allegedly in error was credited or debited to your Account), you may not get back any money you lost after the applicable 60 or 120 day period if we can prove that we could have stopped someone from taking the money if you had contacted us on time. If a good reason (such as a long trip or hospital stay) keeps you from notifying us, we will extend the time periods.

If you believe your Account has been stolen, call us at 1.866.213.8564, 1.866.656.5913 TTY, or 423.262.1650 (Collect, when calling outside the U.S.) or write to: Bank of America, P.O. Box 8488, Gray, TN 37615-8488.



NOTE: These liability rules are established by Regulation E which covers your Account. Our zero liability policy, as described in Section 12 above, regarding unauthorized transactions may give you more protection, provided you report the transactions promptly. You should also note that when you give someone your Account or PIN, you are authorizing that person to use your Account and you are responsible for all transactions that person performs with your Account or PIN. These transactions are authorized transactions. Transactions are considered unauthorized only after you notify us that the person is no longer authorized. Remember, do not write your PIN anywhere or carry your PIN with you. This reduces the possibility of someone using your Account without your permission if it is stolen.

### **15. Error Resolution.**

In Case of Errors or Questions About Your Transactions:

Telephone us at: 1.866.213.8564

1.866.656.5913 TTY

423.262.1650 (Collect, when calling outside the U.S.)

Or write to:

Bank of America

P.O. Box 8488

Gray, TN 37615-8488

#### **ACCOUNTHOLDERS WHO RECEIVE MONTHLY ACCOUNT STATEMENTS BY MAIL**

Call or write as soon as you can if you think your monthly Account statement or receipt is wrong or if you need more information about a transaction listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared. You will need to tell us:

- (a) Your name and Account number.
- (b) Why you believe there is an error, and the dollar amount involved.
- (c) Approximately when the error took place.

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

#### **ACCOUNTHOLDERS WHO DO NOT RECEIVE MONTHLY ACCOUNT STATEMENTS BY MAIL**

Call or write as soon as you can if you think an error has occurred in your Account. We must allow you to report an error until 60 days after the earlier of the date you electronically access your 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; but in any event you must report the error no more than 120 days after the transaction allegedly in error was credited or debited to your Account. You may request a written history

of your transactions at any time by calling or writing to us at the numbers and address listed above. You will need to tell us:

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

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

#### WHEN YOU WILL HEAR FROM US

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

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

We will tell you the results within three 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 or write to us using the contact information listed above.

#### **16. Our Liability for Failure to Complete Transactions.**

If we do not complete a transfer to or from your Account 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 available money in your Account to make the transaction;
- If circumstances beyond our control (such as power outages, equipment failures, fire or flood) prevent the transaction, despite reasonable precautions that we have taken;
- If your Account or PIN has been reported to be, or suspected of being, stolen, and we have taken action to prevent transactions with the Account or PIN;
- If your Account is subject to some legal process, right of setoff or encumbrance restricting the transaction, or if the funds in your Account are not immediately available for completing a transaction.

## **17. Security**

**a. Confidentiality of your PIN.** You agree not to disclose to anyone the PIN furnished by us or selected by you to be used with the Account.

## **18. Amendments/Expiration/Termination**

**Amendments.** We may, at any time, change the terms and conditions in this Agreement, including the amount of any fee. We may add new terms and conditions and we may delete or amend existing terms and conditions. We generally send you at least 21 days' advance notice of an adverse change, including increased fees to you, increased liability for you, fewer types of available electronic fund transfers, or stricter limitations on the frequency or dollar amount of transfers. If a change is not adverse to you, however, we may make the change at any time without advance notice. If you continue to use your Account, you accept and agree to the change. If you do not agree with the change, you must close your Account.

**Account Expiration.** Your Account expires on the date listed on the front of your Account. If a balance remains on your Account after expiration you may request the remaining balance be sent to you in the form of a check less the Check Issuance Fee, if applicable.

## **19. Our Right to Cancel or Block Your Account**

We may decide not to issue an Account and we may cancel or suspend your Account privileges or close your Account with or without cause or notice, other than that required by federal or state law. If your sponsor is your employer, your sponsor may terminate your Account if you are no longer employed by your sponsor. Your Account remains our property and we may repossess it at any time. If the Account is used other than as permitted by this Agreement, we may at our option and without waiving any rights, complete the transactions and debit or credit your Account accordingly. The cancellation of Account privileges does not affect other terms of your Agreement.

If we reinstate your Account privileges, this Agreement is also automatically reinstated.

If the Account we send you is returned undelivered or if your Account or PIN is reported as stolen, we may restrict use of your Account. We may close or suspend your Account at any time, including if you have not made any transactions using your Account for a period of time no less than 180 days.

If we cancel your Account, we may, at our option, either apply the remaining balance to a new Account for your benefit or send you a check for the remaining balance less the Paper Check Fee, if applicable.

**Your Closure of Your Account.** You may close your prepaid Account at any time. If, at the time you close your Account, all transactions have cleared and there is no remaining balance, your Account will be closed to further use. If there is a remaining balance, you may use your Account to reduce the balance to zero before closing your Account. Alternatively, you may contact us and request a check for the remaining balance of your Account, less the Paper Check Fee. You understand that you are responsible for negative balances that occur after your notice of closure to the same extent as provided in this Agreement for an open Account.

## **20. General Terms**

**a. Waiver and severability.** You waive and release us from any obligations that could arise due to defenses, rights and claims you have or may have against any third party on account of the use of the

Account. We may delay enforcing our rights under this Agreement without losing them. If we waive a provision of this Agreement, the waiver applies only in the specific instance in which we decide to waive the provision and not to future situations or other provisions.

If any part of this Agreement is inconsistent with any applicable law, then to the extent the law can be amended by contract, you and we agree that this Agreement governs and that the law is amended by this Agreement. A determination that any part of this Agreement is invalid or unenforceable will not affect the remainder of this Agreement.

**b. Sales drafts/debit slips.** We report Account transactions on your Account statement, if you receive one, or your electronic transaction history. We do not return copies of sales drafts or debit slips or other items related to the use of the Account. You may obtain a copy of a sales draft or debit slip upon your prompt request.

**c. Legal transactions.** You agree that you will only use the Account for transactions that are legal. You agree that you will not use your Account for any illegal transactions or activity, for example those prohibited by the Unlawful Internet Gambling Enforcement Act, 31 U.S.C. Section 5361, et seq. Display of a Visa, Mastercard or other payment card logo by an on-line merchant does not mean that the transaction is legal where you conduct it. You agree that we may charge your Account for such transactions and that we are not liable to you if you engage in an illegal transaction. You agree that we may decline transactions we believe may be illegal or in violation of the applicable network rules. For example, we reserve the right to decline transactions with merchants we have identified as gambling establishments but we are not obligated to do so. If we do not decline such transactions, you authorize us to deduct the amount of such transactions from your Account.

## **21. Governing Laws/Severability**

This Agreement will be governed by the laws and regulations of the United States and, to the extent not so covered, by the laws and regulations of the State of North Carolina. A determination that any part of this Agreement is invalid or unenforceable will not affect the remainder of this Agreement. If state and federal laws are inconsistent or if state law is preempted by federal law, federal law governs.

## **22. Claims by Third Parties Against Your Account**

**Claims or Disputes by Third Parties Concerning Your Account.** If a third party makes a claim against funds in your Account, or if we have reason to believe there is or may be a dispute over matters such as the ownership of your Account or the authority to withdraw funds, we may, in our sole discretion and in accordance with applicable state or federal law, (a) continue to rely on current Account documents, (b) honor the competing claim upon receipt of evidence we deem satisfactory to justify such action, (c) freeze all or part of the funds until the dispute is resolved to our satisfaction, or (d) pay the funds into an appropriate court of law for resolution.

**Liens and Attachments.** Following receipt by us of any notice of lien, process in attachment, garnishment or other proceeding relating to you or your Account, we are authorized, without notice to you, unless otherwise required by law, to withhold transfer of so much of the balance of your Account as may be the subject of such notice or process, and to pay such amount to the court or creditor, in

accordance with applicable state or federal law, without responsibility to you for such withholding or payment or for refusal to honor transfers made by you.

**23. Recording and Monitoring Telephone Calls**

We may record or monitor telephone calls between you and us. We need not remind you of our recording or monitoring before each call unless required to do so by law.

**24. Unclaimed Property**

Any remaining unclaimed balance after expiration or closure of your Account will be reported and remitted as unclaimed property to the appropriate state as required by state law after a period of time defined by that state's law. After we turn the funds over to the state, we have no further liability to you for the funds and you must apply to the appropriate state agency to reclaim the funds.

**25. English Document Controlling.**

As a service we provide to you at your request, we may communicate certain information to you in Spanish. Any legal clarifications which may need to be made will be based on the use and application of the English versions, including but not limited to this Agreement and the Fee Disclosure

**26. Fee Disclosure and Other Important Disclosures**

A copy of our Fee Disclosure and Other Important Disclosures is included with, and incorporated into this Agreement.

# Commercial Prepaid Digital Account Fee Disclosure and Other Important Disclosures\*

Monthly fee	Per purchase	ATM withdrawal	Cash reload
<b>\$0</b>	<b>\$0</b>	<b>N/A</b>	<b>N/A</b>
ATM balance inquiry (in-network or out-of-network)			N/A
Customer service (automated or live agent)			\$0
Inactivity			\$0
<b>We charge 6 other types of fees.</b> Here are some of them:			
Conversion to physical card, express delivery			\$15.00
Conversion to physical card			\$5.00
<p>*This document entitled 'Fee Disclosure and Other Important Disclosures' is included with, and incorporated in, the Commercial Prepaid Digital Account Agreement. See the materials you received with your account for free ways to access your funds and balance information.</p> <p><b>No overdraft/credit feature.</b> Your funds are eligible for FDIC insurance.</p> <p>For more information about prepaid cards, visit <a href="http://cfpb.gov/prepaid">cfpb.gov/prepaid</a>. Find details and conditions for all fees and services in the account agreement.</p> <p>There are no other means by which to initially receive the funds in this prepaid digital account other than by accepting this account. The consequence of disposing of this account is the loss of funds in the account and the relinquishment of its ownership.</p>			

List of all fees for Commercial Prepaid Digital Account

All fees	Amount	Details
Spend money		
Per purchase with PIN	\$0	
Per purchase with signature	\$0	
Information		
Live agent customer service call	\$0	
Automated phone service call	\$0	
Online account information	\$0	
Using your card outside the U.S.		
International transaction fee	3%	Of total U.S dollar amount of transaction
Other		
Conversion to physical card	\$5.00	Per request
Conversion to physical card, express delivery	\$15.00	Additional fee
Inactive account	\$0	
PIN selection or change	\$0.50	You will be charged this fee after 1 free each year.
Paper statement	\$1.00	Per statement
Paper check issuance	\$5.00	Per request

Your funds are eligible for FDIC insurance. Your funds are insured up to \$250,000 by the FDIC in the event Bank of America, N.A. fails, if specific deposit insurance requirements are met. See [fdic.gov/deposit/deposits/prepaid.html](https://www.fdic.gov/deposit/deposits/prepaid.html) for details.

**No overdraft/credit feature.**

Contact Bank of America by calling 1.866.213.8564, 1.866.656.5913 (TTY), or 1.423.262.1650 (Collect, when calling outside the U.S.), by mail at Bank of America, P.O. Box 9052, Gray, TN 37615-9052, or visit [www.bankofamerica.com/commercialprepaidcard](https://www.bankofamerica.com/commercialprepaidcard).

For general information about prepaid accounts, visit [cfpb.gov/prepaid](https://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](https://cfpb.gov/complaint).