

## **CARDHOLDER AGREEMENT | IMPORTANT | PLEASE READ CAREFULLY**

Rev. 1/2018 | SOLE Paycard | Axiom | Visa DPS | Standard

### **1. Terms and Conditions/Definitions for the SOLE® Visa® Payroll Card**

This Cardholder Agreement (“Agreement”) outlines the terms and conditions under which the SOLE Visa Payroll Card has been issued to you by Axiom Bank, N.A. Florida, U.S. (“Axiom Bank” or the “Issuer”). The Issuer is an FDIC insured member institution. “Card” means the SOLE Visa Payroll Card issued to you by Axiom Bank, N.A. “Instant Issue Card” means the temporary Visa Prepaid Card obtained from your employer. “Personalized Card” means the personalized Visa Prepaid Card embossed with your name. The term “Card” applies to both the Instant Issue Card and Personalized Card unless otherwise indicated. By accepting and using the Card, you agree to be bound by the terms and conditions contained in this Agreement. “Card Account” means the records we maintain to account for the value of claims associated with the Card. “You” and “your” mean the person or persons who have received the Card and are authorized to use the Card as provided for in this Agreement. “We,” “us,” and “our” mean the Issuer, our successors, affiliates or assignees. TFG Card Solutions, Inc. DBA SOLE Financial is the entity managing the Card Program (“Program Manager”). You acknowledge and agree that the value available in the Card Account is limited to the funds that you have loaded or that have been loaded onto the Card Account on your behalf. You agree to sign the back of the Card immediately upon receipt. The expiration date of the Card is identified on the front of your Card. The Card is a prepaid card. The Card is not connected in any way to any other account. The Card is not a credit card. The Card is not for resale. You will not receive any interest on your funds in the Card Account. The Card will remain the property of the Issuer and must be surrendered upon demand. The Card is nontransferable and it may be canceled, repossessed, or revoked at any time without prior notice subject to applicable law. The Card is not designed for business use, and we may close your Card if we determine that it is being used for business purposes. We may refuse to process any transaction that we believe may violate the terms of this Agreement.

Our business days are Monday through Friday, excluding federal holidays, even if we are open. Any references to “days” found in this Agreement are calendar days unless indicated otherwise.

Write down your Card number and the customer service phone number provided in this Agreement on a separate piece of paper in case your Card is lost, stolen, or destroyed. Keep the paper in a safe place. Please read this Agreement carefully and keep it for future reference.

### **2. IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW CARD ACCOUNT**

To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens a Card Account. What this means for you: When you open a Card Account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see a copy of your driver’s license or other identifying documents.

### **3. Activate Your Card**

You must activate your Card before it can be used. You may activate your Card by visiting our website at [www.solepaycard.com](http://www.solepaycard.com) or by calling 888.895.6016. You will need to provide personal information in order to verify your identity.

### **4. Personal Identification Number**

You will not receive a Personal Identification Number (“PIN”) with your Card. However, you will be prompted to select a PIN when you activate your Card. See the activation instructions in the “Activate Your Card” section. You should not write or keep your PIN with your Card. Never share your PIN with anyone. When entering your PIN, be sure it cannot be observed by others and do not enter your PIN into any terminal that appears to be modified or suspicious. If you believe that anyone has gained unauthorized access to your PIN, you should advise us immediately following the procedures in the paragraph labeled “Your Liability for Unauthorized Transfers.”

### **5. Authorized Card Users**

You are responsible for all authorized transactions initiated and fees incurred by use of your Card. If you permit another person to have access to your Card or Card number(s), we will treat this as if you have authorized such use and you will be liable for all transactions and fees incurred by those persons. You are wholly responsible for the use of each Card according to the terms and conditions of this Agreement.

### **6. Secondary Cardholder**

You may not request an additional Card for another person.

### **7. Your Responsibility to Provide Contact Information**

You certify that you will provide and maintain at least one of the following means to contact you regarding your account; phone number, access to our website via the Internet and a current email address. You have sole responsibility for providing us with a correct and operational email address and/or phone number. You must promptly notify us of any change in your email, phone or postal mailing address. If you do not promptly notify us, we will not be held liable for any adverse effects to your account as a result of undelivered email, or due to your inability to access your account information over the Internet. The Bank is not responsible for any costs that you incur for maintaining Internet access and an email account.

## 8. Electronic Communications

To the fullest extent permitted by law, this Agreement and any other agreements, notices or other communications from the Bank to you regarding your account(s) at the Bank or our banking relationship ("Communication") may be provided to you digitally or electronically, and you consent and agree to receive Communications in an electronic format. Electronic Communications may be posted on the pages within the SOLE website, communicated via voice/text and/or delivered to your email address. You will print a paper copy of or download any electronic Communication and retain it for your records. All Communications in electronic format will be considered to be "in writing," and to have been received no later than five (5) business days after posting or dissemination, whether or not you have received or retrieved the Communication. The Bank reserves the right to provide Communications in paper format.

Your consent to receive Communications electronically is valid until you revoke your consent by notifying the Bank of your decision to do so. If you revoke your consent to receive Communications electronically, the Bank may terminate your right to use the SOLE Card and website, and you accept sole liability for any early withdrawal penalty, investment loss, tax or other consequence resulting from an involuntary termination of the Card, to the extent permitted by law.

## 9. SOLE Alerts: SOLE Financial Text Message Alerts and SMS Text Messages

How to Opt-in to the Program: You can request to be enrolled to receive standard rate SMS text messages (Carrier message and data rates apply) for SOLE Alerts by contacting SOLE Financial via the website [www.solepaycard.com](http://www.solepaycard.com) or by calling SOLE Customer Service at 888.895.6016, or by written request via email. .

Once you have requested enrollment through one of the appropriate channels you will be sent a text message to confirm your enrollment. You must then respond to this message to complete your enrollment and begin receiving messages.

About the Program: SOLE Alerts is a standard rate subscription alerts program (message frequency is based on the Cardholders use) designed to inform Cardholders about information regarding their account. Messages to your device will be from SOLE Alerts. Cardholders enrolling into SOLE Alerts will receive promotional, service and requested keyword alerts. Service alerts may be sent at any time during the day including outside of business hours. Changes to these preferences can be modified with SOLE Customer Service or through your online account. Carrier message and data rates apply.

To request help: To request help, call 888.895.6016.

To opt-out: Reply to text with STOP to cancel.

Pricing: SOLE does not charge for this service. Carrier message and data rates apply.

Message Frequency: Message frequency will be based on the Cardholder's use. Messages originating from SOLE will not exceed 10 messages per 30 day period.

Privacy Policy: See Privacy Policy.

## 10. Your Representations and Warranties

By activating the Card or by retaining, using or authorizing the use of the Card, you represent and warrant to us that: (i) you are at least 14 years of age (or older if you reside in a state where the majority age is older); (ii) you are a U.S. citizen or legal alien residing in the fifty (50) states of the United States ("U.S.") or the District of Columbia; (iii) you have provided us with a verifiable U.S. street address (not a P.O. Box); (iv) the personal information that you provide to us in connection with the Card is true, correct and complete; (v) you received a copy of this Agreement and agree to be bound by and to comply with its terms; and (vi) you accept the Card.

## 11. Cash Access

With your PIN, you may use your Card to obtain cash from any Automated Teller Machine ("ATM") or any Point-of-Sale ("POS") device, as permissible by a merchant that bears the Visa® Acceptance Mark. All ATM transactions are treated as cash withdrawal transactions. You may use your Card at an ATM and withdraw funds from a participating bank (over the counter withdrawal). Any funds withdrawn from a POS device will be subject to the maximum amount that can be spent on your Card per day.

The maximum value of your Card is restricted to \$20,000.00. These are our limits associated with withdrawing cash from your Card:

Transaction Type	Frequency and/or Dollar Limits*
Cash Withdrawal (ATM)	up to \$800.00 per transaction, up to \$1,200.00 per day, up to \$3,000.00 per 7 day period
Over the Counter Teller Withdrawal	up to \$5,000.00 per day, up to \$8,000.00 per 30 day period

	*** (if you full net pay exceeds \$5,000.00, then to access your full net pay with this method, please call to raise this limit)
Cash Back at POS	up to \$800.00 per transaction, up to \$1,200.00 per day, up to \$3,000.00 per 7 day period

\*ATM owner-operators, POS merchants and participating banks may impose their own lower limits on cash withdrawals.

## 12. Loading Your Card

You and your Program Manager may load funds to your Card. You may load your Card via Direct Deposit using your Routing Number and Account Number. Personal checks, cashiers checks, and money orders sent to the Issuer are not an acceptable form of loading. All checks and money orders sent to the Issuer for Card loading will be returned unless the full amount may be applied towards a negative balance, in which case the check or money order may or may not be loaded to the Card at the discretion of the Issuer.

The maximum value of your Card is restricted to \$20,000.00. These are the limits associated with loading your Card:

Transaction Type	Frequency and/or Dollar Limits
Direct Deposits	up to \$15,000.00 per day

## 13. Preauthorized Transfers

The Issuer's bank 9 – digit routing number and the 10 - digit Direct Deposit account number assigned to your Card Account can be used for preauthorized direct debits ("ACH Debits") from merchants, Internet service or other utility service providers ("Merchants") and for the purpose of initiating direct deposits to your Card Account. You may also arrange to make recurring payments to Merchants using your 16-digit Card number or the bill pay services made available through our third-party service providers.

**14. Right to Stop Payment and Procedure for Doing So:** To stop a recurring payment to a Merchant you have preauthorized to debit your Card Account, you must first contact the Merchant to request the recurring payment be cancelled. If you have arranged for recurring payments to a Merchant using the bill pay services available through our third-party service providers, you should first contact the applicable third party service provider to cancel the recurring payment.

If the Merchant or bill payment service provider with whom you have arranged recurring payments from your Card Account is unable or unwilling to stop your payment, call 888.895.6016 or write to: SOLE Financial, 1675 SW Marlow Ave., Suite 330, Portland, OR 97225 to request a stop on such payment. We must receive your request at least three (3) business days before the payment is scheduled to be made. Such a stop payment request will cancel a single, i.e., one (1) recurring payment. If you want to permanently stop all recurring payments to a specific Merchant then we require you to put your request in writing and get it to us within fourteen (14) days after you tell us you want to stop such payments. There is a fee associated with each stop payment order you give. For information about the fee, see the section labeled "Fee Schedule."

**15. Notice of Varying Amounts:** If the recurring payments you make might vary in amount, the person you are going to pay will tell you the payment date and the amount of the payment ten (10) days before each payment is scheduled to take place. (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.)

**16. Liability for Failure to Stop Payment of Preauthorized Transfer:** If you order us to stop a preauthorized payment three (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

## 17. Using Your Card/Features

The maximum value of your Card is restricted to \$20,000.00. These are the maximum amounts that can be spent on your Card per day:

Transaction Type	Frequency and/or Dollar Limits
Card Purchases (Signature)	No limit to the number of times per day, up to \$9,999.00 per day
Card Purchases (PIN)	No limit to the number of times per day, up to \$9,999.00 per day
Card to Account	No limit to the number of times per day, up to \$5,000.00 per day, up to \$9,999.00 per 7 days
ACH Debits	No limit to the number of times per day, up to full card account balance.

You may use your Card to purchase or lease goods or services everywhere Visa debit cards are accepted as long as you do not exceed the available value of your Card Account. Some merchants do not allow cardholders to conduct split transactions where you would use the Card as partial payment for goods and services and pay the remainder of the balance with another form of legal tender. If you wish to conduct a split transaction and it is permitted by the merchant, you must tell the merchant to charge only the exact amount of funds available on the Card Account to the Card. You must then arrange to pay the difference using another payment method. Some merchants may require payment for the remaining balance in cash. If you fail to inform the merchant that you would like to complete a split transaction prior to swiping your Card, your Card is likely to be declined.

If you use your Card at a restaurant, a hotel, for a car rental purchase, or for similar purchases, the transaction may be preauthorized for the purchase amount plus up to 20% or more to ensure there are sufficient funds available to cover tips or incidental expenses incurred. A preauthorization will place a "hold" on those available funds until the merchant sends us the final payment amount of your purchase. Once the final payment amount is received, the preauthorized amount on hold will be removed. It may take up to seven (7) days for the hold to be removed. During the hold period, you will not have access to the preauthorized amount.

You do not have the right to stop payment on any purchase or payment transaction originated by use of your Card. If you authorize a transaction and then fail to make the purchase of that item as planned, the approval may result in a hold for that amount of funds for up to thirty (30) days. All transactions relating to car rentals, hotels or airlines may result in a hold for that amount of funds for up to thirty (30) days.

If you use your Card number without presenting your Card (such as for a mail order, telephone, or Internet purchase), the legal effect will be the same as if you had used the Card itself. For security reasons, we may limit the amount or number of transactions you can make on your Card. Your Card cannot be redeemed for cash. You may not use your Card for illegal online gambling or any illegal transaction.

Each time you use your Card, you authorize us to reduce the available value of your Card Account by the amount of the transaction and any applicable fees. You are not allowed to exceed the available amount in your Card Account through an individual transaction or a series of transactions. Nevertheless, if a transaction exceeds the available balance of funds on your Card, you shall remain fully liable to us for the amount of the transaction and any fees, if applicable.

#### **18. Non-Visa Debit Transactions**

New procedures are in effect that may impact you when you use your Card at certain merchant locations. In the past, transactions have been processed as Visa debit transactions unless you entered a PIN. Now, if you do not enter a PIN, transactions may be processed as either a Visa debit transaction or as a NYCE transaction.

Merchants are responsible for and must provide you with a clear way of choosing to make a Visa debit transaction if they support the option. Please be advised that should you choose to use the NYCE network when making a transaction without a PIN, different terms may apply. Certain protections and rights applicable only to Visa debit transactions as described in this Agreement will not apply to transactions processed on the NYCE network. Please refer to the paragraph labeled "Your Liability for Unauthorized Transfers" for a description of these rights and protections applicable to Visa debit and non-Visa debit transactions.

To initiate a Visa debit transaction at the POS, swipe your Card through a POS terminal, sign the receipt, or provide your 16-digit Card number for a mail order, telephone, or Internet purchase. To initiate a non-Visa debit transaction at the POS, enter your PIN at the POS terminal or provide your 16-digit Card number after clearly indicating a preference to route your transaction as a non-Visa debit transaction for certain bill payment, mail order, telephone, or Internet purchases.

#### **19. Returns and Refunds**

If you are entitled to a refund for any reason for goods or services obtained with your Card, you agree to accept credits to your Card for such refunds and agree to the refund policy of that merchant. Neither the Issuer nor SOLE Financial is responsible for the delivery, quality, safety, legality or any other aspects of goods or services you purchase from others with a Card. All such disputes must be addressed and handled directly with the merchant from whom those goods or services were provided.

#### **20. Card Replacement**

If you need to replace your Card for any reason except at Card expiration, please contact SOLE Financial at 888.895.6016 to request a replacement Card. You will be required to provide personal information which may include your 16-digit Card number, full name, transaction history, copies of accepted identification, etc. There is a fee for replacing a lost, stolen or damaged Card. For information about the fee, see the section labeled "Fee Schedule." A fee may also be assessed for expedited delivery of an additional Card; for more information about the delivery options and applicable fees, see the section labeled "Fee Schedule."

For information on replacing an expired Card, see the section below labeled "Expiration".

#### **21. Expiration**

Your Card will expire no sooner than the date printed on the front of it. The funds on the Card do not expire. You will not be able to use your Card after the expiration date; however, A replacement Personalized Card will automatically be mailed to you prior to the expiration of the soon-to-expire Personalized Card. If you need a replacement Card for any reason other than the Card's expiration, you may request one at any time by following the procedures in the section labeled "Card

Replacement,” however, there is a Replacement Card fee. For information about the fee, see the section labeled “Fee Schedule.”

**22. Transactions Made In Foreign Currencies**

If you obtain funds or make a purchase in a currency other than the currency in which your Card was issued, the amount deducted from the available balance of your Card Account will be converted by Visa into an amount in the currency of your Card. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which may vary from the rate Visa itself receives, or the government-mandated rate in effect for the applicable central processing date. If you obtain funds or make a purchase in a currency other than the currency in which your Card was issued, the Issuer may assess a foreign currency conversion fee of 3% of the transaction amount and will retain this amount as compensation for its services. Transactions made outside the fifty (50) U.S. states and the District of Columbia are also subject to this conversion fee even if they are completed in U.S. currency.

**23. Receipts**

You should get a receipt at the time you make a transaction using your Card. You agree to retain, verify, and reconcile your transactions and receipts.

**24. Card Account Balance/Transaction History**

You are responsible for keeping track of the available balance of your Card Account. Merchants generally will not be able to determine your available balance. It’s important to know your available balance before making any transaction. You may obtain information about the amount of money you have remaining in your Card Account by visiting our website at [www.solepaycard.com](http://www.solepaycard.com) or by calling 888.895.6016. This information, along with a twelve (12) month history of Card Account transactions, is also available online at [www.solepaycard.com](http://www.solepaycard.com). If your Card Account is registered with us, you also have a right to obtain at least twenty four (24) months of written history of Card Account transactions by calling 888.895.6016 or by writing to SOLE Financial, 1675 SW Marlow Ave., Suite 330, Portland, OR 97225.. You will not be charged a fee for this information unless you request it more than once per month.

You will not automatically receive paper statements.

**25. Fee Schedule**

All fee amounts will be withdrawn from your Card Account and will be assessed as long as there is a remaining balance on your Card Account, except where prohibited by law. NOTE: Fees assessed to your Card Account balance may bring your Card Account negative. Any time your Card Account balance is less than the fee amount being assessed, the balance of your Card Account will be applied to the fee amount. THIS WILL RESULT IN A NEGATIVE BALANCE ON YOUR CARD ACCOUNT. If that occurs, any subsequent deposits or loads into your Card Account will first be applied to the negative balance.

List of all fees for SOLE® Visa® Payroll Card issued by Axiom Bank, N.A.

ALL FEES	AMOUNT	DETAILS
GET STARTED		
CARD PURCHASE	\$0	There is no fee to purchase or obtain a card.
MONTHLY USAGE		
MONTHLY FEE	\$0	There is no monthly fee.
INACTIVE ACCOUNT	\$5.00	You will be charged \$5.00 per month, following 90 days of inactivity, except where prohibited by law. <sup>1</sup>
ADD MONEY		

DIRECT DEPOSIT	\$0	There is no fee to load your card with direct deposit using your routing number and account number.
SPEND MONEY		
PIN OR SIGNATURE POS TRANSACTION	\$0	We do not charge a fee to use your card as debit or credit at point of sale. We do not charge a fee to use your card to shop online. We do not charge a fee to use your card for every day purchases.
PIN OR SIGNATURE POS DECLINE, DOMESTIC	\$0.50	You will be charged \$0.50 each time your transaction is declined at POS, except where prohibited by law. <sup>2</sup>
GET CASH		
DEBIT WITH CASH BACK AT POS	\$0	We do not charge a fee to get cash back at POS by selecting DEBIT and CASH BACK.
ATM CASH WITHDRAWAL, DOMESTIC	\$2.95	You will be charged \$2.95 for each withdrawal from an ATM within the U.S. You may also be charged a fee by the ATM operator, even if you do not complete a transaction.
TELLER CASH FEE - DOMESTIC	\$7.00	One (1) no-cost withdrawal per week; No-cost withdrawals do not accrue. Thereafter, you will be charged \$7.00 per withdrawal transaction.
INFORMATION		
CUSTOMER SERVICE (AUTOMATED)	\$0	There is no fee for automated voice service.
CUSTOMER SERVICE (LIVE AGENT)	\$0	There is no fee for live agent customer service.
ATM BALANCE INQUIRY- DOMESTIC	\$1.50	You will be charged \$1.50 for each balance inquiry made at an ATM. You may also be charged a fee by the ATM operator, even if you do not complete a transaction.

ATM DECLINE - DOMESTIC	\$1.00	You will be charged \$1.00 each time your transaction is declined at an ATM, except where prohibited by law <sup>3</sup> . You may also be charged a fee by the ATM operator, even if you do not complete a transaction.
USING YOUR CARD OUTSIDE THE U.S.		
INTERNATIONAL TRANSACTION FEE - SC	3.00%	You will be charged 3.00% of the U.S. dollar amount of each transaction.
PIN OR SIGNATURE POS DECLINE INTERNATIONAL	\$0.50	You will be charged \$0.50 each time your transaction is declined at POS, except where prohibited by law. <sup>4</sup>
ATM CASH WITHDRAWAL - INTERNATIONAL	\$2.95	You will be charged \$2.95 for each withdrawal from an ATM within the U.S. You may also be charged a fee by the ATM operator, even if you do not complete a transaction.
ATM BALANCE INQUIRY - INTERNATIONAL	\$1.50	You will be charged \$1.50 for each balance inquiry made at an ATM. You may also be charged a fee by the ATM operator, even if you do not complete a transaction.

ATM DECLINE - INTERNATIONAL	\$1.00	You will be charged \$1.00 each time your transaction is declined at an ATM, except where prohibited by law <sup>5</sup> . You may also be charged a fee by the ATM operator, even if you do not complete a transaction.
OTHER		
VISA® TEXT ALERTS: - LOW BALANCE - VALUE LOADS	\$0.25	You will be charged \$0.25 per alert. Standard text messaging rates from your wireless provider may apply. The fee descriptor that will show on electronic and written transaction histories will be "TEXT MESSAGE PROCESSING."
STATEMENT COPY REQUEST	\$4.00	Electronic periodic statements of account transaction history available for no cost via the web. Custom and/or paper requests will incur a \$4.00 fee per request.
FUNDS TRANSFER	\$4.00	You will be charged \$4.00 per transfer to an external accounts.
MONEY TRANSFER SENDER - AFT	\$1.00	You will be charged \$1.00 per transfer for card to card transfers.
REPLACEMENT CARD FEE	\$0-\$10.00	You will be charged \$0.00 when your card is reissued or replaced for any reason (Standard delivery 7-10 days) for the first time. Thereafter, you will be charged \$10.00 per card request.
LOST/STOLEN CARD REPLACEMENT	\$10.00	You will be charged \$10.00 when your card is reissued or replaced for any reason (Standard delivery 7-10 days).
EXPRESS DELIVERY	\$30.00	You will be charged \$30.00 for expedited delivery. (3-5 day delivery, Monday-Saturday)

<sup>1</sup> Cardholders working in IL, CT, & PA: You will be charged \$5.00 per month, following 365 days of inactivity.

<sup>2</sup> Cardholders working in CT & IL: You will not be charged a decline fee for the first 2 declined transactions per month.

<sup>3</sup> Cardholders working in CT & IL: You will not be charged a decline fee for the first 2 declined transactions per month.

<sup>4</sup> Cardholders working in CT & IL: You will not be charged a decline fee for the first 2 declined transactions per month.

<sup>5</sup> Cardholders working in CT & IL: You will not be charged a decline fee for the first 2 declined transactions per month.

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

No overdraft/credit feature.

Contact SOLE by calling 888.895.6016, by mail at 1675 SW Marlow Ave. STE 330, Portland, OR 97225 or visit [www.solepaycard.com](http://www.solepaycard.com).

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

## 26. Confidentiality

We may disclose information to third parties about your Card or the transactions you make:

- (1) Where it is necessary for completing transactions;
- (2) In order to verify the existence and condition of your Card for a third party, such as a merchant;

- (3) In order to comply with government agency, court order, or other legal or administrative reporting requirements;
- (4) If you consent by giving us your written permission;
- (5) To our employees, auditors, affiliates, service providers, or attorneys as needed; or
- (6) Otherwise as necessary to fulfill our obligations under this Agreement.

### **27. Our Liability for Failure To Complete Transactions**

If we do not properly complete a transaction from your Card on time or in the correct amount according to our Agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- (1) If through no fault of ours, you do not have enough funds available on your Card to complete the transaction;
- (2) If a merchant refuses to accept your Card;
- (3) If an ATM where you are making a cash withdrawal does not have enough cash;
- (4) If an electronic terminal where you are making a transaction does not operate properly, and you knew about the problem when you initiated the transaction;
- (5) If access to your Card has been blocked after you reported your Card lost or stolen;
- (6) If there is a hold or your funds are subject to legal or administrative process or other encumbrance restricting their use;
- (7) If we have reason to believe the requested transaction is unauthorized;
- (8) If circumstances beyond our control (such as fire, flood, or computer or communication failure) prevent the completion of the transaction, despite reasonable precautions that we have taken; or
- (9) Any other exception stated in our Agreement with you.

### **28. Your Liability for Unauthorized Transfers**

Contact us at once if you believe your Card has been lost or stolen. Telephoning is the best way to minimize your possible losses. If you believe your Card has been lost or stolen, or that someone has transferred or may transfer money from your Card Account without your permission, call 888.895.6016. Under Visa Core Rules, your liability for unauthorized Visa debit transactions on your Card Account is \$0.00 if you are not grossly negligent or fraudulent in the handling of your Card. This reduced liability does not apply to certain commercial card transactions, transactions not processed by Visa, or to anonymous prepaid cards (until such time as the identity of the cardholder has been registered with us). You must notify us immediately of any unauthorized use. In the event the Visa Zero Liability Rules do not apply, if you notify us within two (2) business days after you learn of any unauthorized transactions, you can lose no more than \$50.00 if someone used your Card without your permission. If you do not notify us within two (2) business days after you learn of the loss or theft of your Card and we can prove that we could have stopped someone from using your Card without your permission if you had promptly notified us, you could lose as much as \$500.00.

Also, if you become aware of and/or your transaction history shows transactions that you did not make, notify us at once following the procedures stated in the paragraph labeled "Information About Your Right to Dispute Errors." If you do not notify us within sixty (60) days after you become aware of the transaction and/or after the transaction history was made available to you, you may not get back any value you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the value if you had notified 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. If your Card has been lost or stolen, we will close your Card Account to keep losses down and will send a replacement card. There is a fee for replacing your Card. For information about the fee, see the section labeled "Fee Schedule."

### **29. Other Miscellaneous Terms**

Your Card and your obligations under this Agreement may not be assigned. We may transfer our rights under this Agreement. Use of your Card is subject to all applicable rules and customs of any clearinghouse or other association involved in transactions. We do not waive our rights by delaying or failing to exercise them at any time. If any provision of this Agreement shall be determined to be invalid or unenforceable under any rule, law, or regulation of any governmental agency, local, state, or federal, the validity or enforceability of any other provision of this Agreement shall not be affected. This Agreement will be governed by the law of the State of Delaware except to the extent governed by federal law.

### **30. Amendments and Cancellation**

We may amend or change the terms and conditions of this Agreement at any time by posting the amended Agreement on our website at [www.solepaycard.com](http://www.solepaycard.com), and any such amendment shall be effective upon such posting to that website. The current Agreement is available at [www.solepaycard.com](http://www.solepaycard.com). You will be notified of any change in the manner provided by applicable law prior to the effective date of the change. However, if the change is made for security purposes, we can implement such change without prior notice. We may cancel or suspend your Card or this Agreement at any time. You may cancel this Agreement by returning the Card to us. Your termination of this Agreement will not affect any of our rights or your obligations arising under this Agreement prior to termination.

In the event your Card Account is cancelled, closed, or terminated for any reason, you may request that the unused balance be refunded to you. For security purposes, you may be required to supply identification and address verification documentation prior to being issued a refund. There is a fee for a refund. Please refer to the Fee Schedule above. In the event this Card Program is cancelled, closed, or terminated, we will send you prior notice in accordance with applicable law. The notice will contain specific information and instructions, including how and when you may receive a refund of any remaining Card Account balance. The Issuer reserves the right to refuse to return any unused balance amount less than \$10.00. The time frame for processing and delivery of any refund depends on the method you select to receive it.

Refund delivery methods may include, but not be limited to, mailing a paper check to you (allow 60 days for processing and delivery) and the option to receive an electronic check by email (requiring you to print a paper check).

**31. Information About Your Right to Dispute Errors:** In case of errors or questions about your electronic transactions, call 888.895.6016 or write to SOLE Financial Cardholder Services, 1675 SW Marlow Ave. STE 330, Portland, OR 97225 if you think your transaction history or receipt is wrong or if you need more information about a transaction listed on the transaction history or receipt. We must allow you to report an error until sixty (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 888.895.6016 or writing to SOLE Financial Cardholder Services, 1675 SW Marlow Ave. STE 330, Portland, OR 97225. You will need to tell us:

1. Your name and the 16-digit Card number or 10-digit Direct Deposit Account number.
2. Why you believe there is an error, and the dollar amount involved.
3. Approximately when the error took place.

If you provide this information orally, we may require that you send your complaint or question in writing within ten (10) business days.

We will determine whether an error occurred within ten (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 forty-five (45) days to investigate your complaint or question. If we decide to do this, and your Card Account is registered with us, we will credit your Card within ten (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 to complete the investigation. If we ask you to put your complaint or question in writing and you do not provide it within ten (10) business days, we may not credit your Card.

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

We will tell you the results within three (3) business days after completing the investigation. If we decide that there was no error, we will send you a written explanation. Copies of the documents used in the investigation may be obtained by contacting the phone number or address shown at the beginning of this section. If you need more information about our error-resolution procedures, call 888.895.6016 or visit [www.solepaycard.com](http://www.solepaycard.com).

**32. English Language Controls:** Any translation of this Agreement is provided for your convenience. The meanings of terms, conditions and representations herein are subject to definitions and interpretations in the English language. Any translation provided may not accurately represent the information in the original English.

**33. Customer Service:** For customer service or additional information regarding your Card, please contact:

SOLE Financial  
1675 SW Marlow Ave., STE 330,  
Portland, OR 97225  
888.895.6016

Customer Service agents are available to answer your calls: Monday through Friday, 5 a.m. to 7 p.m. PT (holidays excluded).

**34. Telephone Monitoring/Recording:** From time to time we may monitor and/or record telephone calls between you and us to assure the quality of our customer service or as required by applicable law.

**35. No Warranty Regarding Goods or Services as Applicable:** We are not responsible for the quality, safety, legality, or any other aspect of any goods or services you purchase with your Card.

**36. Arbitration:** Any claim, dispute, or controversy ("Claim") arising out of or relating in any way to: i) this Agreement; ii) your Card; iii) the Cards of additional cardholders designated by you, if any; iv) your acquisition of the Card; v) your use of the Card; vi) the amount of available funds in the Card Account; vii) advertisements, promotions or oral or written statements related to the Card, as well as goods or services purchased with the Card; viii) the benefits and services related to the Card; or ix) transactions on the Card, no matter how described, pleaded or styled, shall be FINALLY and EXCLUSIVELY resolved by binding individual arbitration conducted by the American Arbitration Association ("AAA") under its Consumer Arbitration Rules. This arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act (9 U.S.C. 1-16).

We will pay the initial filing fee to commence arbitration and any arbitration hearing that you attend shall take place in the federal judicial district of your residence.

ARBITRATION OF YOUR CLAIM IS MANDATORY AND BINDING. NEITHER PARTY WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM THROUGH A COURT. IN ARBITRATION, NEITHER PARTY WILL HAVE THE RIGHT TO A JURY TRIAL OR TO ENGAGE IN DISCOVERY, EXCEPT AS PROVIDED FOR IN THE AAA CODE OF PROCEDURE.

For a copy of the procedures, to file a Claim or for other information about this organization, contact it at: AAA, 335 Madison Avenue, New York, NY 10017 or at [www.adr.org](http://www.adr.org).

All determinations as to the scope, interpretation, enforceability and validity of this Agreement shall be made final exclusively by the arbitrator, which award shall be binding and final. Judgment on the arbitration award may be entered in any court having jurisdiction.

NO CLASS ACTION, OR OTHER REPRESENTATIVE ACTION OR PRIVATE ATTORNEY GENERAL ACTION OR JOINDER OR CONSOLIDATION OF ANY CLAIM WITH A CLAIM OF ANOTHER PERSON OR CLASS OF CLAIMANTS SHALL BE ALLOWABLE.

This arbitration provision shall survive: i) the termination of the Agreement; ii) the bankruptcy of any party; iii) any transfer, sale or assignment of your Card, or any amounts owed on your Card, to any other person or entity; or iv) expiration of the Card. If any portion of this arbitration provision is deemed invalid or unenforceable, the remaining portions shall remain in force.

IF YOU DO NOT AGREE TO THE TERMS OF THIS ARBITRATION AGREEMENT, DO NOT ACTIVATE OR USE THE CARD. CALL 888.895.6016 TO CANCEL THE CARD, REQUEST AN ALTERNATIVE METHOD OF RECEIVING YOUR WAGES, AND A REFUND, IF APPLICABLE.

This Cardholder Agreement is effective 1/2018.