

# RSVP General Purpose MasterCard® CARDHOLDER AGREEMENT

04-01-09

This cardholder agreement together with disclosures made in compliance with the Electronic Fund Transfer Act ("EFTA Disclosures") and our privacy policy statement (collectively, this "Agreement") is the contract between you and Palm Desert National Bank for your RSVP General Purpose MasterCard referred to as the "Card." Please read this Agreement carefully and retain it for your records.

**Definitions:** In this Agreement, the words, "I," "me," "mine," "my," "you," and "your" mean any person to whom a card is issued or any person authorized to use the card or account. The words "we," "us," "our," shall mean the Card Issuer, Palm Desert National Bank, or its agent in this agreement being Prepaid Card Services Incorporated. In this agreement the word "Card" will mean the RSVP General Purpose MasterCard.

THE CARD IS A PREPAID STORED VALUE CARD THAT CAN BE USED FOR INTERNET, MAIL ORDER, ATM, AND TELEPHONE SHOPPING OR EVERYWHERE MasterCard DEBIT CARDS ARE ACCEPTED, SUBJECT TO THE TERMS OF THIS AGREEMENT. INTEREST, DIVIDENDS OR OTHER EARNINGS OR RETURNS WILL NOT BE PAID TO YOU FOR ANY VALUE LOADED ON THE CARD. THERE IS NO CREDIT WITH THE CARD, OR CREDIT LINE, NO OVERDRAFT PROTECTION, AND NO SINGLE DEPOSIT ACCOUNT ASSOCIATED WITH THE CARD.

**Upon activation of the Card and or its use:** By activating your Card or by retaining, using or authorizing the use of the Card, (i) you represent and warrant that you are at least eighteen (18) years of age (nineteen (19) years of age if you are a resident of a state where the age of maturity is nineteen (19)), (ii) you represent and warrant that all of the personally identifiable information provided by you is true, correct and complete, (iii) you acknowledge receipt of the EFTA Disclosures and privacy policy statement, (iv) you accept the Card, and (v) you agree that you have read and understood this Agreement and that you will be bound by and will comply with all of its terms and conditions. If you do not agree with all of these statements, you cannot activate and/or use the Card. You may contact Customer Service to arrange for a refund of the prepaid amount of your Card. If you are under age, your parent or guardian may order into this Agreement as Signatory, and you can become a Registered User of the Card. Per this Agreement the Card Holder (i) is a U.S citizen or legal alien residing in one of the fifty (50) states of the U.S. or the District of Columbia and Puerto Rico with a verifiable mailing address; or subject to approval you may be working and residing in a Foreign Country with a friend or family member who has guaranteed you as signature with full background due diligence still being performed and your legal address being guaranteed and signed off by them as your Signatory (ii) is at least eighteen (18) years of age (nineteen (19) years of age or older if a resident of a state where the age of maturity is nineteen (19)); and (iii) has activated and/or used the Card. To obtain your Card, call Prepaid Card Services at the phone number indicated herein 310.815.9700, or ask your employer to inquire by telephone about our direct deposit payroll MasterCard card. We reserve the right to reject or accept applications for the Card at our sole discretion.

Your use of the Card will be subject to the terms and conditions of this Agreement and any subsequent amendment.

**Amendment and Cancellation:** We may amend or change the terms of this Cardholder Agreement at any time and will provide you with an advance notification of the amendment or change as provided by law. However, if the change is made for security reasons, we can implement the change without prior notice.

**Issuance of the Card:** After receiving and activating your Card, you will have all the rights, use and benefits as mentioned herein this agreement and associated to the Card. When calling Customer Service, Cardholders will submit certain personally identifiable information. We are committed to respecting your wishes regarding privacy of your personally identifiable information.

**Availability of Card Value:** Value will be loaded or credited to the Card after the Card has been activated and the authenticity of the Card and/or "load" instruction has been verified. Value loads may be delayed until we have actually received transferred value (Good Clear Funds). During such delay, the value will not be available to the Cardholder. We reserve the right to accept or reject any request to load value to the Card, at our sole discretion.

**Reloading Value to the Card:** Additional value may be "reloaded" or added to the Card (subject to the limitations of values provided herein) through a Merchant and or Employer. Reloading of additional value to the Card may be delayed until we have actually received transferred value or clear good funds. During such delay, the amount transferred will not be available to the Cardholder. We reserve the right to accept or reject any request to add additional value to the Card, at our sole discretion.

**Limitations on Value:** The minimum initial amount of value that can be "loaded" or added to the Card is \$10.00. The maximum amount of value that may be "reloaded" or added to the Card on any calendar day is limited to \$2500. The maximum amount of value that can reside on the Card at any time shall be \$2500. PCS, in its sole discretion, may increase or decrease these limits from time to time upon notice to you.

**Using the RSVP General Purpose MasterCard:** If you are given a Card and have your account number, expiration date and four-digit validation code, and that you have activated your card you may use that Card to purchase goods or services via the Internet, mail orders, and telephone orders from Merchants displaying the MasterCard logo. You may use it to purchase goods and services everywhere MasterCard debit cards are accepted and to access cash at ATMs or financial institutions displaying the MasterCard®, Cirrus® or Maestro® acceptance marks subject to the terms of this

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agreement. Each time you use the Card to purchase goods or services, you authorize us to debit the Card. The Card is non-transferable and may be used only by the Cardholder or a Registered User. Furthermore, you agree that you shall:

- (a) not use the Card to purchase illegal goods or services;
- (b) promptly notify us of any loss or theft of the Card; and
- (c) use the Card only as instructed.

If the Card is used other than as permitted by this Agreement, to the extent permitted by law, Bank and or Prepaid Card Services may, at their option and without waiving any of their rights, recognize the transactions and debit or credit the Card accordingly.

**Liability for Overdrafts:** You must have sufficient value available on the Card to pay for each transaction. You may not make purchases that taken together exceed \$2500 per calendar day in multiple transactions. If a merchant attempts to process a transaction for more than the amount available, the transaction will be declined. Nonetheless, if, for any reason, a transaction is processed for more than the value on Card, you are liable for that entire amount and agree to pay any overdraft immediately on demand. We reserve the right to automatically debit such overdrafts from any future value added to your Card.

**Refunds:** Any refund for goods or services purchased with the Card may only be made in the form of a credit to the Card. You are not entitled to receive the refund in cash.

**Disputed Goods or Services:** We are not responsible for the delivery, quality, safety, legality or any other aspect of goods and services purchased by you from merchants with the Card. All disputes involving the same should be addressed to the merchants from whom the relevant goods and services were purchased.

**Cancellation; Suspension of Use:** We, in our sole and absolute discretion, may limit your use of the Card. We may refuse to issue a Card or may revoke the Card privileges with or without cause or notice, other than any required by applicable law. The Card at all times remains the property Palm Desert National Bank and may be closed, cancelled and repossessed by US at any time. If you would like to cancel use of the Card, call Prepaid Card Services Inc. at 1.310.815.9700. We may also suspend use of the Card at any time and for any reason. If we decide to cancel or suspend use of the Card, we will attempt to notify you by U.S. mail or electronic mail. Upon cancellation of the Card privileges, use of the Card must be immediately discontinued. You agree not to use or attempt to use an expired, revoked or otherwise invalid Card. OUR cancellation of Card privileges will not affect your rights and obligations pursuant to this Agreement. If we cancel or suspend your Card privileges through no fault of yours, you will be entitled to a refund of any remaining balance as provided in this Agreement.

**Card Expiration:** You may use the Card only through the expiration date. Without limiting the generality of the foregoing, if you attempt to use the Card after the expiration date, transactions will not be processed.

**Settlement Upon Expiration or Cancellation:** If there is a balance remaining on the Card upon expiration, the balance will be transferred to a new Card if we choose to issue one to you. If we choose not to issue a new Card to you or if we cancel your Card privileges without good cause for cancellation for any reason we will attempt to refund to you the balance remaining on the Card minus all amounts owed in connection therewith (including all fees and charges described in this Agreement, and the amount of any overdraft). Upon expiration, a check made payable to you will be mailed to your most recent postal address as indicated in our books and records.

**Business days:** Our business days are Monday through Friday excluding Federal and legal banking holidays in the State of California.

**Card Holder Inquiries:** You authorize the Palm Desert National Bank and Prepaid Card Services Inc., to make or have made any credit, employment, address and investigative inquiries as we deem appropriate in connection with the activation, issuance, loading, reloading or review of the Card, whether for fraud, misuse or otherwise.

**Change of Terms:** Subject to the limitations by applicable law, we may at any time change or remove any of the terms and conditions of or add new terms or conditions to this Agreement. We will send notice of any such change to you by U.S. mail to your current address listed on our books and records. As of the effective date included in any notice, the changed or new terms will apply to the Card, including, without limitation, all future transactions made using Card. Notwithstanding the foregoing, advance notice of any change may not be given if it is necessary to make any such change immediately in order to maintain or restore the security of the Card or any related payment system. If any such change becomes permanent and disclosure to you of the change would not jeopardize the security of the Card or any related payment system, notice will be provided to you within thirty days (30) of making the change. And or will be posted on the card holder website listed on the back of the card.

**Fees and Charges:** We will charge you the fees and charges set forth on the Schedule of Fees and Charges attached hereto and incorporated herein by reference. All fees and charges will be deducted automatically from the Card account balance at the time the fee or charge is incurred.

**Unclaimed Property:** If we have no record of transactions on the Card for several years, applicable law requires us to report the Card as unclaimed property. If this occurs, we will try to locate you at the address shown in our records. If we are unable to locate you, we may be required to deliver any value remaining on the Card to the State of California or the State to which the card is domiciled as unclaimed property.

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Card Information: The current available balance on your Card and descriptions of debits and credits thereto will be available to you as soon as practically available after the settlement of each transaction. To obtain information call Prepaid Card Services Inc. Customer Service at 1.310.815.9700 or visit [www.RSVPcard.net](http://www.RSVPcard.net)

Periodic Statements: We will provide a periodic statement showing the Card transactions. Periodic statements of Card transactions will be made available to you online at no charge or in paper form at your current address listed on our books and records for a fee, and only if you opt in and sign up to receive paper statements, unless there are no transactions in a particular month. You agree that these are reasonable procedures for sending and receiving periodic statements.

Examination of Periodic Statements: You agree to inspect your periodic statements and to notify Prepaid Card Services Inc. of any erroneous, improper or unauthorized transactions on the Card. If your periodic statement indicates transactions that you did not make, notify Prepaid Card Services Inc. immediately, by calling the telephone number 1.310.815.9700 or writing to the address shown in the "Contact Information" section of this Agreement. See the section entitled "Your Liability for Unauthorized Transfers" for additional information concerning your liability for unauthorized transfers. Contact Information. If you have questions regarding the Card, you may call Prepaid Card Services Inc. anytime from 9am to 5 pm Monday thru Friday at 1.310.815.9700 or write to Prepaid Card Services Inc., Customer Service, 2999 Overland Avenue Suite 207-C Los Angeles, California 90064.

Legal Costs: If we take legal proceedings against you because of a default in the terms of this Agreement, you must pay reasonable attorneys' fees and other costs of the proceedings. Your responsibility for fees and costs shall in no event exceed the maximum amount allowed by law.

Waiver: To the extent permitted by law, you waive and release Bank and Prepaid Card Services Inc. from all defenses, rights and claims you have or may have against Bank and Prepaid Card Services Inc. arising from or relating to any use of the Card.

Delay of Rights: We can waive or delay enforcement of any of its rights under this Agreement without losing them.

Foreign exchange currency conversion: If you use the card for transaction in a currency other than U.S. Dollars, the transactions will be converted by MasterCard to its equivalent U.S. Dollars, generally using either a (i) government-mandated rate or (ii) wholesale market rate in effect the same day or the day before the transaction is processed (the "processing date. The currency conversion rate on the day before the processing date may differ from the rate in effect at the time of the transaction or on the date the transaction is posted to the Card. You agree to accept the converted amount in equivalency to U.S. Dollars.

Change of Address: If your U.S. mail or postal address changes, you must notify Prepaid Card Services Inc. customer Service immediately. Failure to do so may result in information regarding the Card being mailed to the wrong person or your transactions being declined at point-of-sale (POS). In such event, we shall not be responsible for any resulting misuse of value on the Card. Any notice given by us shall be deemed given to you, emailed to you, or snail mailed at the last U.S. mailing address for the Card furnished by you to Prepaid Card Services Inc. You agree we may accept changes of address from the U.S. Postal Service.

Information to Third Parties: We will disclose personally identifiable information to third parties (including, but not limited to Prepaid Card Services Inc.) about the Card or the transactions you make:

- (a) where it is necessary for completing transactions;
- (b) in order to verify the existence and condition of the Card for a third party;
- (c) in order to comply with government agency or court orders;
- (d) you give us your written permission;
- (e) to service providers who administer the Card or perform data processing, records management, collections, and other similar services for us, in order that they may perform those services;
- (f) in order to prevent or investigate possible illegal activity; or
- (g) in order to issue authorizations for transactions on the Card.

Governing Law. All matters, whether sounding in contract, tort or otherwise, relating to the validity, construction, interpretation or enforcement of this Agreement shall be determined by the laws of the United States and to the extent not inconsistent therewith, the laws of the State of California.

Liability for Authorized Users: If you authorize another person to use the Card you agree, to the extent permitted by law, that you will be liable for all transactions arising from use of the Card by such person.

Lost or Stolen Cards: To the extent permitted by applicable law, we are not responsible for lost or stolen Cards or any unauthorized transactions made with the Card. You agree to give the notice described in the section entitled "Notice in Event of Unauthorized Transfer" if the Card is lost or stolen, and, you should do so immediately to minimize your possible losses. See the section entitled "Your Liability for Unauthorized Transfers" in this Agreement for additional information concerning your liability for unauthorized transfers. You also agree, to the extent permitted by law, to cooperate completely with Bank and Prepaid Card Services Inc. in either of their attempts to recover from unauthorized users and to assist in their prosecution.

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

- (a) if through no fault of ours, you do not have enough money on the Card to complete the transaction;
- (b) if either your computer system or the Bank's computer systems were not working properly and you knew about the problem when you started the transaction;
- (c) if a merchant refuses to honor the Card;
- (d) if circumstances beyond our control (such as fire, flood, terrorist attack or national emergency) prevent the transaction, despite reasonable precautions that we have taken; (e) If you attempt to use a Card that has not been properly activated; did not properly transmit to Prepaid Card Services Inc.,
- (e) or there are other exceptions or possibilities stated in our Agreement.

In Case of Errors or Questions About Card Transactions. If you think your periodic statement is incorrect or if you need more information about a transaction listed on a periodic statement, please contact Prepaid Card Services Inc. as soon as you can by calling 1.310.815.9700; or writing to Prepaid Card Services Inc., Customer Service, 2999 Overland Avenue Suite 207-C Los Angeles, California 90064.

We must hear from you no later than sixty (60) days after we made available the 1<sup>st</sup> periodic statement on which the problem or error appeared. When notifying us, you must:

- (f) tell us the name, address, and account number of you the Cardholder;
- (g) describe the error or the transaction you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information;
- (h) tell us 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 ten (10) business days. We will determine whether an error occurred within fourteen (14) days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to sixty (60) days to investigate your complaint or question. If we decide to do this, we will re-credit the Card within fourteen (14) days for the amount you think is in error so that you will have the use of the money during the time it takes us to complete the investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not re-credit the Card. We will tell you the results within three (3) business days after completing our investigation and we will correct any error promptly. 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.

Right to Receive Documentation: You have the right to request copies of documents we use in our investigation when you notify us of an error or question about your periodic statement as described herein.

Your Liability for Unauthorized Transfers: Tell us AT ONCE if you believe the Card has been lost or stolen. Contacting us by telephone at 1.310.815.9700 is the best way of keeping your losses down. You could lose all the money on the Card. Also, if your periodic statement shows transactions that you did not make, tell us at once. If you do not tell us within thirty (30) days after the periodic statement was made available to you, you may not get back any money you lost after the thirty (30) days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we may extend the time periods at our discretion.

Notice in Event of Unauthorized Transfer: If you believe the Card has been lost or stolen or that someone has transferred or may transfer money from the Card without authorization, call Prepaid Card Services Inc. Customer Service at 1.310.815.9700.

Consent to Jurisdiction: You consent and submit to the exclusive jurisdiction of the state and federal courts located in the State of California in all controversies arising out of or in connection with your use of the Card and this Agreement.

Void Where Prohibited: Not all services described in this Agreement are available to all persons or at all locations. We reserve the right to limit, at our sole discretion, the provision of any such services to any person or in any location. The offer of service in this Agreement shall be deemed void where prohibited.

Non-assign ability: You may not assign or transfer this Agreement or any of your respective rights, obligations, duties, responsibilities or liabilities under this Agreement, and any attempt to the contrary shall be void. This Agreement shall be binding on you and your respective executors, administrators, and permitted card assignees.

DISCLAIMER OF WARRANTIES: EXCEPT AS EXPRESSLY OTHERWISE PROVIDED IN THIS AGREEMENT, WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND TO YOU, WHETHER EXPRESS OR IMPLIED, General Purpose MasterCard® Card, CUSTOMER SERVICE FUNCTIONS, OR ANY OTHER SUBJECT MATTER OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

LIMITED LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY REQUIRED BY THIS AGREEMENT OR APPLICABLE LAW, WE WILL NOT BE LIABLE TO YOU FOR PERFORMING OR FAILING TO PERFORM ANY OBLIGATION UNDER THIS AGREEMENT UNLESS WE HAVE ACTED IN BAD FAITH. WITHOUT

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LIMITING THE FOREGOING, WE WILL NOT BE LIABLE TO YOU FOR DELAYS OR MISTAKES RESULTING FROM ANY CIRCUMSTANCES BEYOND OUR CONTROL, INCLUDING, WITHOUT LIMITATION, ACTS OF GOVERNMENTAL AUTHORITIES, NATIONAL EMERGENCIES, INSURRECTION, WAR, RIOTS, FAILURE OF MERCHANTS TO HONOR THE GENERAL PURPOSE MASTERCARD® CARD, FAILURE OF PREPAID CARD SERVICES INC. TO PROVIDE ANY SERVICES, FAILURE OF MERCHANTS TO PERFORM OR PROVIDE SERVICES. FAILURE OF COMMUNICATION SYSTEMS, OR FAILURES OF OR DIFFICULTIES WITH OUR EQUIPMENT OR SYSTEMS. NOT IN LIMITATION OF THE FOREGOING, WE WILL NOT BE LIABLE TO YOU FOR ANY DELAY, FAILURE OR MALFUNCTION ATTRIBUTABLE TO YOUR EQUIPMENT, ANY INTERNET SERVICE, ANY PAYMENT SYSTEM OR ANY CUSTOMER SERVICE FUNCTION. IN THE EVENT THAT WE ARE HELD LIABLE TO YOU, YOU WILL ONLY BE ENTITLED TO RECOVER YOUR ACTUAL DAMAGES. IN NO EVENT SHALL YOU BE ENTITLED TO RECOVER ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY OR SPECIAL DAMAGES (WHETHER IN CONTRACT, TORT OR OTHERWISE), EVEN IF YOU HAVE ADVISED US OF THE POSSIBILITY OF SUCH DAMAGES.

**ARBITRATION OF DISPUTES:** Except as expressly provided below, any controversy that arises out of or is related to (a) your Card; or (b) any service relating to your Card; or (c) any agreement or instrument relating to your Card or any such service; or (d) any breach of any of the foregoing, whether based on statute, contract, tort or any other legal theory, in which the aggregate amount in controversy for all claimants exceeds \$15,000 including interest and attorneys' fees (any "Claim") will be settled on an individual basis by binding arbitration under the Federal Arbitration Act ("FAA"). Judgment on the arbitration award may be entered in any court having jurisdiction. The arbitrator(s) will decide any dispute regardless of whether a particular controversy is subject to arbitration. If any part of the damages or other relief requested is not expressly stated as a dollar amount, the controversy will be a Claim that is subject to arbitration. We and You acknowledge and agree that the transactions contemplated by the Card and any controversy that may arise under or relate to the Card or the services or this Agreement, involve "commerce" as that term is defined and used in the FAA. The arbitration will be administered by the American Arbitration Association (the "AAA"). And under its Commercial Arbitration Rules (the "Arbitration Rules"). We will tell you how to contact the AAA and how to get a copy of the Arbitration Rules without cost if you ask us to do so in writing. The Arbitration Rules permit you to request deferral or reduction of the administrative fees of arbitration if paying them would cause you a hardship. Any in-person arbitration hearing will be held in the State of California, where our employees and records of the Card are located. Each arbitrator shall be a licensed attorney who has been engaged in the private practice of law continuously during the ten (10) years immediately preceding the arbitration or a retired judge of a court of general or appellate jurisdiction. The arbitration award shall award only such relief as a court of competent jurisdiction could properly award under applicable law, including attorneys' fees if allowed by applicable law or agreement, and may award to the prevailing party all before, during and after expenses of arbitration. All statutes of limitation, defenses, and attorney/client and other privileges that would apply in a court proceeding will apply in the arbitration. The filing of a demand for arbitration in accordance with the Arbitration Rules will be deemed the commencement of an action for purposes of any applicable statute of limitations. There will be no class action Claims. Claims by or on behalf of other persons will not be considered in or consolidated with the arbitration proceedings between you and us.

The Card does not limit the right of you or us, whether before, during or after any arbitration proceeding, to exercise self-help remedies such as the right of set-off or to obtain provisional or ancillary remedies or injunctive or other traditionally equitable relief (other than a stay of arbitration) necessary to protect the rights or property of the party seeking relief pending the arbitrator's determination of the merits of the Claim. The taking of any of the actions described in the preceding sentence by either party or the filing of a court action by a party shall not be deemed to be a waiver of the right to demand arbitration of any Claim or counterclaim like in response to any such action. This provision in which you and we have agreed to arbitrate disputes will survive the termination of your relationship with us, whether evidenced by this Agreement or otherwise. You acknowledge that you have read carefully this provision in which you and we have agreed to arbitrate disputes. You understand that this provision limits or waives a part of your rights. With respect to claims that you are agreeing to arbitrate pursuant to this provision, you understand that you are waiving your right to bring a court action and to potentially have a jury trial. You understand that there will be no class action claims in arbitration. You further understand that discovery may be more limited in arbitration than in a court proceeding, and the right and grounds to appeal from an arbitrator's award are more limited than in an appeal from a court judgment. In addition, you understand that certain other rights you have in a court proceeding also may not be available in arbitration.

**PRIVACY POLICY STATEMENT:** We do not disclose any "nonpublic personal information" about our customers or former customers to anyone, including nonaffiliated third parties, except as permitted by law. "Nonpublic personal information" would be information about you and your relationship with us that we believe is not generally available to the public. As part of our efforts to serve you better, we do collect nonpublic personal information about you from the following sources: 1) information we receive from you on applications or other forms; 2) information about your transactions with us, our affiliates, or others; and 3) information we receive from a consumer reporting agency. We restrict access to nonpublic personal information about you to those employees who need to know that information to

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provide products or services to you. We maintain physical, electronic and procedural safety measures that comply with federal standards to guard your nonpublic personal information.

Schedule of Fees and Charges: Monthly Account Fees:

Cardholder Fee Schedule		
LOAD FUND #	Transaction type	User Fee
1	Direct Deposit FREE for General Purpose card "Payroll deposit"	\$0.00
2	Load Card Through Web Service / Web Site/and POS terminal	\$2.00
<b>PURCHASE</b>		
3	POS PIN Decline	\$0.50
4	POS PIN Decline (with currency conversion)	\$0.50
5	POS PIN Purchase	\$0.50
6	POS PIN Purchase (with currency conversion)	\$0.50
7	POS PIN Purchase International	\$0.75
8	POS PIN Purchase International (with currency conversion)	\$0.75
9	POS Signature Purchase	\$0.50
10	POS Signature Purchase (with currency conversion)	\$0.50
11	POS Signature Purchase Decline	\$0.50
12	POS Signature Purchase Decline (with currency conversion)	\$0.50
13	POS Signature Purchase International	\$0.75
14	POS Signature Purchase International (with currency conversion)	\$0.75
15	POS Signature Purchase International Decline	\$1.00
16	POS Signature Purchase Intl Decline (with currency conversion)	\$1.00
<b>CASH</b>		
17	ATM Withdrawal	\$1.00
18	ATM Withdrawal (with currency conversion)	\$1.00
19	ATM Withdrawal Decline	\$0.50
20	ATM Withdrawal Decline (with currency conversion)	\$0.50
21	ATM Withdrawal International	\$3.10
22	ATM Withdrawal International (with currency conversion)	\$3.10
23	ATM Withdrawal International Decline	\$1.00
24	ATM Withdrawal International Decline (with currency conversion)	\$1.00
25	Cash Withdrawal inside bank	\$1.00
<b>BALANCE INQUIRY</b>		
26	Balance Inquiry	\$0.25
27	ATM Balance Inquiry Decline *	\$0.25

**"This card is issued by Palm Desert National Bank pursuant to a license by MasterCard International Incorporated. Prepaid Card Services, Inc. is a registered MSP or Palm Desert National Bank. MasterCard is a registered trademark of MasterCard International Incorporated."**

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28	ATM Balance Inquiry International	\$0.75
29	ATM Balance Inquiry International Decline	\$1.00
TRANSFER		
30	Card to Card Transfer (Self Transfer)	\$3.00
31	Card to Card Transfer (Share Funds)	\$3.00
BALANCE INQUIRY		
32	IVR Balance Inquiry	\$0.26
BATCH LOAD		
33	Batch Credit Funds Transfer	N/A
34	Batch Debit Funds Transfer ***	N/A
35	Batch Load Bank To Card ***	N/A
36	Batch Load Card to Card ***	N/A
ACH		
37	Bank Account Registration *	N/A
38	Bank Account Transaction Bounce *	N/A
39	Bank to Card Transfer *	\$3.00
40	Card to Bank Transfer *	\$2.00
41	Not Sufficient Funds for Bank to Card Transfer	\$1.50
ACTIVATE		
42	Activate And Load Card	\$10.00
43	Activate Card	\$0.50
44	Deactivate Card	\$3.95
CARD		
45	Close Account	\$5.00
46	New Card Purchase by CH Auth BATCH *	N/A
47	Re-issue Lost / Stolen Card	\$5.00
48	Reissue Card	\$5.00
BILL PAYMENT		
49	Bill Payment Electronic	\$1.50
50	Payment to other Party *	N/A
RETURNS		
51	POS PIN Purchase Return	\$0.50
52	POS PIN Purchase Return Decline *	\$0.14
53	POS PIN Purchase Return International	\$1.75
54	POS PIN Purchase Return International Decline *	\$0.14
55	POS Signature Return	\$0.50
56	POS Signature Return Decline *	\$0.50
57	POS Signature Return International	\$1.75

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58	POS Signature Return International Decline	\$1.00
ADMIN		
59	Account Maintenance ***	\$2.00
60	Administrative Funds Credit *	\$0.00
61	Administrative Funds Debit *	\$0.00
62		
		after 90 days of no usage at all
63	90 days of non use starts 3.95 per month	\$3.95
CUSTOMER SERVICES		
64	Call Customer Service (Per Unit)	\$0.99
65	System Opts Out of IVRU Goes to CSR	\$0.99
66	User Opts Out of IVRU Goes to CSR	\$0.99
LOGIN		
67	IVR Login *	\$0.16
68	Web Site Login *	\$0.04
MISC		
69	Acquirer Fee *	\$0.00
70	Acquirer Fee Reverse *	\$0.00
71	Admin Write-off *	\$0.00
72	Card Mini Statement *	\$3.95
73	Fee Write-off *	\$0.00
74	Set Card PIN *	\$0.50
75	Set Card Status *	\$0.50
MISC		
76	Update Profile (OFAC/AVS) *	\$0.25
77	Validate PIN *	\$0.14

Please note that it is unlikely that a card customer will ever use any of all the features available. Most likely the main use will be, loading the card with value, purchases made, sending funds from one card to another, and ATM cash withdrawals.

**Prepaid Card Services Inc:** Our goal is for you to be completely satisfied with your General Purpose MasterCard card and the services we provide. Please read this section carefully for special information regarding the use of your Card.  
**Life of Card (Expiration Date):** Your card is good for at least one year and typically for 48 months from the date of first activation so long as you maintain a balance of over zero dollars. However, if your Card has a zero balance for 90 continuous days, then your Card will expire at the end of that 90-day period even if it is sooner than one year. Once your card has expired for any reason, it cannot be renewed or reloaded.  
**Reloading Value to Your Card:** You may add more money to your Card by going to a value-reloading store within our network, and found on our website [www.RSVPcard.net](http://www.RSVPcard.net) or by calling our customer service line at 310.815.9700. Your employer may also reload or Pay you on the card. You will not be able to add more money to your Card once the Card has expired. After Card expiration you will need to purchase a new Card with a new account number, at a reduced cost.  
**Open End Transactions:** There are certain types of merchants who sell goods or services where the final amount they will charge to your Card is unknown at the time they first authorize your Card. Therefore, these merchants may require your Card to have an available balance higher than the actual amount of the transaction being requested. For example, a hotel may require \$200.00 to be available on your Card, even though the hotel room only costs \$50.00. Merchants do this to protect themselves against fraud from card customers who may run up a bill higher than the actual initial cost. The merchants in this category include hotels, certain restaurants, certain time or variable service based Internet merchants and others where the final purchase amount is not known up front. If you wish to use your Card at these

**“This card is issued by Palm Desert National Bank pursuant to a license by MasterCard International Incorporated. Prepaid Card Services, Inc. is a registered MSP or Palm Desert National Bank. MasterCard is a registered trademark of MasterCard International Incorporated.”**

# RSVP General Purpose MasterCard® CARDHOLDER AGREEMENT

04-01-09

types of merchants, we recommend that you keep a high enough balance on your card in order to avoid being declined. In most cases plan accordingly, if you are going to travel, make sure you have all the funds on the card before you begin your trip, or have a friend or family member with a RSVP card available to share money between card-to-card in the event you run low on your travel funding. Alternatively, have a serious need for cash occur.

Privacy Policy: This Privacy Policy is provided by Prepaid Card Services Inc. (Hereinafter referred to as "PCS")

This Privacy Policy includes examples of the types of nonpublic personal information we collect and the kind of companies with whom we may share such information. These examples are illustrative and should not be considered a complete inventory of our information collection, use and sharing practices. In addition, you may have other privacy protections under some state laws.

Please note that this Privacy Policy will not apply to your independent relationships with other companies that may from time to time offer you products and services in conjunction with your Card account. Those companies' Privacy Policies will govern how they collect, use and disclose personal information that you choose to allow them to access.

Information We May Collect In order to provide you with products and services you have requested, to service your Card account, and as we deem appropriate to determine your eligibility for products or services, PCS collects or reserves the right to collect the following types of nonpublic personal information about you from the following sources:

Information we receive from you (or is provided to us on your behalf) including but not limited to your name, address, telephone number and date of birth; Information about your transactions with us or others, such as Account balance, payment history, parties to transactions and Card usage;

Information we receive from a consumer-reporting agency, such as your credit worthiness and credit history.

Information We May Disclose and To Whom We May Disclose Information Disclosures Permitted by Law PCS may disclose all of the nonpublic personal information described above, as permitted by law. For example, we may use affiliates or vendors of PCS to perform services for us, such as providing customer assistance, processing your Account, preparing your Account statements and maintaining or developing software for us. We also may disclose information in response to requests from law enforcement agencies or state and federal banking regulators.

Disclosures for Joint Marketing and Servicing: PCS may disclose all of the nonpublic personal information described above to companies that perform marketing services on our behalf including financial companies such as banks and insurance companies; non-financial companies, such as direct marketers and mail order houses; and others, such as membership organizations and others with whom we have joint marketing agreements.

Other Disclosures: In order to make available to you a wide variety of special non-financial products and services, such as discount travel, discount movie tickets and discount shopping programs, Prepaid Card Services may enter into arrangements with non-affiliated parties to provide you with such special offers. We may disclose all of the nonpublic personal information described above to these parties who may want to offer their products and services to you, unless you opt-out as described below and above.

Information Regarding Former Customers: PCS discloses nonpublic personal information about former Card customers with inactive Accounts only in accordance with this Privacy Policy.

Our Security Procedures: Prepaid Card Services restricts access to nonpublic personal information about you to those employees whom we determine have a legitimate business purpose to access such information in connection with the provision of products or services to you. We maintain physical, electronic and procedural safeguards that comply with federal standards to guard nonpublic personal information about you.

Changes to this Privacy Policy and Opt-Out: We reserve the right to modify or amend this Privacy Policy at any time. If we make material changes, we will provide current customers with a revised notice that describes our new practices.

You're Right to Opt-Out of Other Disclosures to Nonaffiliated Third Parties. If you prefer that we not share your nonpublic personal information about you with non-affiliated parties as described under "Other Disclosures" above, you may opt-out at any time by requesting us not to make those disclosures by calling Prepaid Card Services Inc. customer service at 1.310.815.9700. Your "opt-out" designation does not apply to disclosures permitted by law or disclosures for Joint Marketing and Servicing described above or disclosures to which you have consented. If a joint Account customer chooses to opt-out, that decision will apply to the entire joint Account. Once your request has been processed, it will remain in effect until you request a change.

Entire Agreement: This Agreement sets forth the entire understanding and agreement between you and us, whether written and read (either on paper, on the Internet or using a digital messaging system) or orally heard.

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**RSVP General Purpose MasterCard® CARDHOLDER AGREEMENT**  
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