

CARDHOLDER AGREEMENT

(Effective June 2019)

This Cardholder Agreement (this “Agreement”) sets forth the terms of your prepaid Card. Please read it carefully and retain it for your records. If you do not agree to these terms, do not use the card; or If you would like to cancel call Customer Service at 1-877-287-2448. Otherwise, your acceptance and/or use of the Card will be evidence of your agreement to these terms.

NOTE: THIS AGREEMENT REQUIRES CERTAIN DISPUTES TO BE RESOLVED BY WAY OF BINDING ARBITRATION, RATHER THAN BY JURY TRIAL. THE TERMS OF THE ARBITRATION CLAUSE APPEAR AT THE END OF THIS AGREEMENT.

Definitions. In this Agreement, the words “you” and “your” mean the Cardholder. “Bank,” “we,” “us” and “our” mean Axiom Bank, N.A., the issuer of the Card, or anyone to whom we assign our rights. “Card” means the network branded card that is issued to you.

Consent. Individuals who believe they have received this card non consensually will be entitled to full refund of any fees charged to the card. Individuals can claim their full balance by visiting dailypay.me or calling the number on the back of the card.

Identification. To help the government fight the funding of terrorism and money laundering activities, federal law requires us to obtain, verify, and record information that identifies each person who registers a Card. When you request or agree to register a Card, you authorize the party giving you the Card to provide us with your name, address, date of birth and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents and may use resources such as credit bureaus or other means to verify your identity information.

Using Your Card. Your Card is active right now and can immediately be used to access available funds that have been “loaded” to the Card. You do not need to call us to activate the Card. If you find that your card is not active, please visit the website on the back of your card to activate it.

You may use your Card to purchase goods and services anywhere MasterCard® debit cards are accepted and to access cash at ATMs of financial institutions displaying the MasterCard®, Pulse®, or Maestro® name and/or logo. Each time the Card is used to purchase goods or services or to withdraw cash at ATMs, you authorize us to charge that amount (and any applicable fees) against your Card's available balance. You may not give or transfer your Card to another person for their use.

You will be required to input your personal identification number (“PIN”) in order to access cash at ATMs and to purchase goods or services at some point-of-sale (“POS”) terminals. Please refer to the activation label on your card for your temporary PIN number. You should promptly change your temporary PIN by calling Customer Service at 1-877-287-2448. You agree not to disclose your PIN to others.

ATM Receipts. You can get a receipt at the time you make any withdrawal with your Card using one of our ATMs.

Balance and Transaction Information. You can obtain information about the current available balance on your Card and a description of recent transactions by calling Customer Service at 1-877-287-2448, visiting the website on the back of your card, downloading our “Currencie” Mobile App or sending a written request to P.O. Box 6425, North Logan, Utah 84341.

Limitations. Subject to your available balance, you may use your Card to make withdrawals at ATMs and purchase goods or services up to the aggregate amount of \$3,500 per day. You may not conduct more than five ATM or twenty purchase transactions on any single day. For security reasons, there may be times when we further limit these amounts. You may not use your Card for any unlawful purpose or to conduct Internet gambling transactions.

The maximum amount that can be loaded to the Card is \$9,700. Interest will not be paid to you for any amount loaded on the Card. The Card is non-reloadable with additional funds other than by the facility that provided the card, if applicable. This means that you cannot add amounts to the Card balance after it is issued. There is no credit card, credit line, overdraft protection, or deposit account associated with your Card. Your Card is not transferable and may only be used by you.

FDIC Insurance. The money credited to your Card will be held in a custodial account at the Bank. Funds in the custodial account are insured by the FDIC to its maximum limits.

Unclaimed Property. We may transfer (escheat) your Card balance to the appropriate state if no activity occurs in the Card and you fail to communicate with us regarding your Card within the time period specified by state law. If funds are transferred to the state, you may file a claim with the state to recover the funds.

Cancellation and Suspension. We may cancel or suspend Card privileges without cause or prior notice, except as otherwise required by law. We may refuse to process any transaction that we believe may violate the terms of this Agreement or may be unauthorized. You may cancel your Card by calling Customer Service at 1-877-287-2448.

We will attempt to notify you if we decide to cancel or suspend your use of the Card. You agree not to use or allow others to use an expired, cancelled, suspended or otherwise invalid Card. Our cancellation or suspension of Card privileges will not otherwise affect your rights and obligations under this Agreement. If we cancel or suspend your Card privileges through no fault of yours, you will be entitled to a refund of the remaining balance without charge.

Card Expiration. Subject to applicable law, you may use the Card only through its expiration date. The expiration date is shown on your Card. If you attempt to use the Card after the expiration date, the transactions may not be processed.

Although the Card expires, the underlying funds do not expire. If there is a balance remaining on the Card at the time of its expiration, you may request a replacement Card by calling Customer Service at 1-877-287-2448. Otherwise, we will either send you a replacement Card or refund the balance remaining on the Card to you, less any amounts owed to us. The replacement Card or a check for the Card balance may be mailed to you at the latest postal address reflected in our records. We do not impose a fee for any replacement Card or check sent to you as a result of your Card's expiration.

Privacy. We may release information about you, your Card and the transactions you perform to third parties: where it is necessary or helpful in verifying or completing a transaction; to disclose the existence, history, and condition of your Card to consumer reporting agencies; when you give us your consent; to comply with the law or a court or governmental order; to local, state and federal authorities if we believe a crime may have been committed involving your Card; and as permitted by law. Please see our Privacy Policy at <http://rpdfin.com/axiom-privacy/> for further information. Although no credit history is required to obtain a Card, you authorize us to obtain information about you from time to time from credit reporting agencies and other third parties to assist us in verifying your identity, to prevent fraud, and to investigate potential misuse of the Card.

Notice of Lost or Stolen Cards/Unauthorized Activity. You agree to notify us AT ONCE of the loss, theft or unauthorized disclosure of any PIN or code that might be used to access Card funds. If you believe your Card or PIN has been lost or stolen or that someone has transferred or may transfer money from the Card without authorization, call Customer Service at 1-877-287-2448. You agree to cooperate reasonably with us in our attempts to recover funds from, and to assist in the prosecution of, any unauthorized users of your Card. If you allow another person to use the Card, you agree to be responsible for all transactions conducted by that person, even if the transactions exceed the amounts or use authorized by you.

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

(a) if your Card funds are insufficient for the transaction or are unavailable for withdrawal (e.g., because they are subject to a hold or legal process);

(b) if a computer system, ATM, or POS terminal was 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 we refuse a transaction because the Card has been reported as lost or stolen, has been suspended by us, or we have reason to believe the transaction is not authorized by you; or

(f) as otherwise provided in this Agreement.

In Case of Errors or Questions About Card Transactions (Regulation E). Call us at 1-877-287-2448, or write to Customer Service at P.O. Box 6425, North Logan, Utah 84341 as soon as you can if you think your balance or transaction information is wrong or if you need more information about a transaction. 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 FIRST written history on which the error appeared. You may request a written history of your transactions at any time by calling us at 1-877-287-2448. When notifying us:

(1) Tell us your name and Card number.

(2) 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.

(3) Tell us the dollar amount of the suspected error.

In addition, for errors involving your Card, it would be helpful if you provided us with any supporting documentation related to the error.

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

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, and your account is registered with us, we will credit the Card within 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 us to complete the 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. Keep reading to learn more about how to register your Card.

For errors involving **new Cards** (i.e., Cards issued within the previous 30 days), point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new Cards, we may take up to 20 business days to credit your Card for the amount you think is in error.

We will tell you the results within three business days after completing our

ATTENTION!

Online Registration will ensure the security of your funds. Please visit www.accessfreedomcard.com for additional protection and benefits such as: Mobile Alerts, 24/7 Transaction Monitoring, Fraud Protection, and to Upgrade to a General Purpose Reloadable Bank Card

Use your card where you see these symbols:



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.

Your Liability for Unauthorized Transfers. Tell us AT ONCE if you believe your Card or PIN has been lost or stolen. Telephoning is the best way of keeping your possible losses down. You could lose all the money loaded on your Card.

If you are a Registered Cardholder (an individual who has been verified online by providing personal identification information) and tell us within two business days after you learn of the loss or theft of your Card or PIN, you can lose no more than \$50 if someone used your Card or PIN without your permission. If you do NOT tell us within two business days after you learn of the loss or theft of your Card or PIN, and we can prove we could have stopped someone from using your Card or PIN without your permission if you had told us, you could lose as much as \$500.

Also, if you become aware of or otherwise suspect transactions that you did not make, including those made by Card, PIN or other means, tell us at once. If you do not tell us within 60 days after the

transaction is first made available by visiting the website on the back of your card, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

Warning regarding unverified prepaid accounts. It is important to register your Card as soon as possible. Until you register your account to verify your identity, we are not required to research or resolve any errors regarding your account. Register at the site on the back of your Card. As such, protect your Card as you would your cash. We will not reimburse you for any unauthorized transactions which occur prior to the time you notify us of the unauthorized activity or that your Card or PIN has been lost or stolen.

Limited Liability. UNLESS OTHERWISE REQUIRED BY LAW, WE WILL NOT BE LIABLE TO YOU FOR: DELAYS OR MISTAKES RESULTING FROM ANY CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL, INCLUDING, WITHOUT LIMITATION: ACTS OF GOVERNMENTAL AUTHORITIES, NATIONAL EMERGENCIES, INSURRECTION, WAR, OR RIOTS; THE FAILURE OF MERCHANTS TO HONOR YOUR CARD; THE FAILURE OF MERCHANTS TO PERFORM OR PROVIDE SERVICES; COMMUNICATION SYSTEM FAILURES; OR FAILURES OR MALFUNCTIONS ATTRIBUTABLE TO YOUR EQUIPMENT, ANY INTERNET SERVICE, OR ANY PAYMENT SYSTEM. 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. THIS PROVISION SHALL NOT BE EFFECTIVE TO THE EXTENT OTHERWISE REQUIRED BY LAW. TO THE EXTENT PERMITTED BY LAW, YOU AGREE THAT YOUR RECOVERY FOR ANY ALLEGED NEGLIGENCE OR MISCONDUCT BY THE BANK OR OUR SERVICE PROVIDERS SHALL BE LIMITED TO THE TOTAL AMOUNT LOADED ON THE CARD.

Our Business Days. Our business days are Monday through Friday, excluding federal and legal banking holidays in the State of Utah.

Notices. We may send notices to you at the last postal or e-mail address reflected for you in our Card records or by otherwise making the information available to you. If your e-mail or postal address changes, you agree to notify Customer Service immediately. Failure to do so may result in Card information being mailed to the wrong person or your transactions being declined. You agree to provide notices to us by calling us at 1-877-287-2448 or writing us at: Customer Service, P.O. Box 6425, North Logan, Utah 84341.

Third-Party Service Providers. We may engage a third party such as Rapid Financial Solutions to assist us in administering, supporting, and/or marketing the Card program and otherwise performing our obligations under this Agreement.

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

No Assignment by You. You may not assign or transfer this Agreement or any of your rights or obligations under this Agreement. Any attempt to the contrary (such as the grant of a security interest) shall be null and void. This Agreement shall be binding on you, your executors, administrators, and any permitted assigns.

Invalidity. If any term of this Agreement is determined to be invalid under applicable law, the remaining terms shall continue in effect as if the invalid term had not been included.

Change in Terms. Subject to the limitations of applicable law, we may at any time add to, delete or change the terms of this Agreement by sending you a notice. We will not change the fees or terms and conditions of expiration. Advance notice may not be given, however, if we need to make the change immediately in order to maintain or restore the security of the Card or any related payment system.

Governing Law/Jurisdiction. 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 Utah. You consent and submit to the exclusive jurisdiction of the state and federal courts located in Cache County, Utah in all controversies arising out of or in connection with your use of the Card and this Agreement.

Entire Agreement. This Agreement sets forth the entire understanding and agreement between you and us, whether written or oral, with respect to its subject matter and supersedes any prior or contemporaneous understandings or agreements with respect to its subject matter.

Your Representations and Warranties. You represent and warrant to us that: (i) you are a U.S. citizen or legal alien residing in one of the 50 states or the District of Columbia; (ii) the personal information that you provide to us in connection with the Card is true, correct and complete; (iii) you reviewed this Agreement and agree to its terms; (iv) you accept the Card; and (iv) you will not use the Card to purchase illegal goods or services or to violate any law.

LIST OF ALL FEES FOR ACCESS FREEDOM PREPAID CARD		
All fees	Amount	Details
Get started		
Card activation	\$0	
Maintenance		
Weekly maintenance fee	\$2.50	Fee begins 3 calendar days after the card is issued and then every 7 days thereafter.
Spend or transfer money		
Point of Sale (POS) transaction	\$0	Per PIN or Signature transaction. Any participating merchant location.
Point of Sale (POS) decline	\$0	Per PIN or Signature transaction. Any participating merchant location.
Transfer to bank account	\$0	No fee for transferring funds from your card to your U.S. bank account.
Transfer to check	\$0	No fee for transferring funds from your card and receive a check.
Transfer to Paypal®	\$0	No fee for transferring funds from your card to your PayPal® account. Registration required.
Transfer to Amazon®	\$0	No fee for transferring funds from your card to your Amazon® account. Registration required.
Get cash (inside and outside U.S.)		
ATM withdrawal	\$2.95	Per transaction. Any location. This is our fee. You may also be charged a fee by the ATM operator.
ATM decline	\$2.95	Per transaction. Any location. This is our fee.
Teller cash advance	\$0	Per transaction. When card is used as teller cash advance at any MasterCard® principal financial institution.
Cash back at POS	\$0	No fee for requesting cash back at a merchant POS.
Information		
Customer service (live agent)	\$0	No fee for calling our customer service line.
Customer service (automated)	\$0	No fee for calling our automated IVR or using our mobile app.
ATM balance inquiry	\$1.50	Per inquiry. Any location. This is our fee.
Other		
PIN change	\$0	No fee for changing your card PIN.
Card replacement	\$2.99	Per card for lost or stolen cards. No fee for expired card replacement.

Your funds will be held at or transferred to Axiom Bank, an FDIC-insured institution.

Once there, your funds are insured up to \$250,000 by the FDIC in the event that Axiom Bank fails, if specific deposit insurance requirements are met and your card is registered. See fdic.gov/deposit/deposits/prepaid.html for details.

No overdraft/credit feature.

Contact Rapid Financial Solutions by calling 1-877-287-2448 , by mail at P.O. Box 6425, North Logan, Utah 84341, or visit www.accessfreedomcard.com.

For general information about prepaid accounts, visit 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.

Arbitration of Disputes. Except as expressly provided below, any controversy that arises out of or is related to (a) the Card, (b) any service relating to the Card, or (c) this Agreement, 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. Any dispute regarding whether a particular controversy is subject to arbitration will be decided by the arbitrator(s). 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. You and Bank acknowledge and agree that the transactions contemplated by use of the Card, and any controversy that may arise under or relate to the Card, Card 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”) 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 in writing to do so. 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 Cache County, Utah, where our employees and records of the Card are located. It is within the arbitrator's discretion to order the arbitration to take place by telephone.

Each arbitrator shall be a licensed attorney who has been engaged in the private practice of law continuously during the 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 pre- and post-award 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 Claims—Claims by or on behalf of other persons will not be considered in or consolidated with the arbitration proceedings between you and Bank.

The Agreement does not limit the right of you or us, whether before, during or after the arbitration proceeding, 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 or the Bank's exercise of self-help remedies, such as the right of set-off. 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 asserted as a counterclaim or the like in response to any such action. This arbitration provision will survive the termination of your relationship with Bank, whether evidenced by this Agreement or otherwise.

You understand, acknowledge and agree that: you have read carefully this provision in which you and Bank have agreed to arbitrate disputes; this provision limits or waives certain of your rights, including the right to bring a court action and to have a jury trial; there will be no class claims in arbitration; discovery may be more limited in arbitration than in a court proceeding; the right and grounds to appeal from an arbitrator's award are more limited than in an appeal from a court judgment; and certain other rights you have in a court proceeding also may not be available in arbitration.

Questions. If you have questions regarding your Card, you may call us at 1-877-287-2448 or write to Customer Service, P.O. Box 6425, North Logan, Utah 84341.

When you use your Card to initiate a transaction at certain merchants (e.g., gas stations, hotels, restaurants, and car rentals), the merchant may request confirmation of the Card's validity and authorization for the transaction. Note: The amount may be estimated by the merchant and may include a gratuity. You agree that we may place a temporary hold on your Card balance for the estimated amount, even if it exceeds the amount of your ultimate transaction. Any excess will be released later after the transaction is finally settled through the system.

Your Obligation for Overdrafts. There is no overdraft/credit feature associated with this card. You agree not to conduct transactions which would cause your Card balance to become overdrawn. If a merchant attempts to process a transaction for more than your Card's available balance, the transaction may be declined. If you conduct transactions in an amount that exceeds the balance on your Card, you agree to pay us the overdrawn amount immediately, without further demand.

Merchant Refunds and Disputes. Depending on the merchant, any refund for goods or services purchased with the Card may be made in the form of a credit to the Card. You are not entitled to receive a cash refund.

We are not responsible for the delivery, quality, safety, legality or any other aspect of goods and services that you purchase from others with a Card. All such disputes should be addressed to the merchants from whom the goods and services were purchased.

Foreign Transactions. If you conduct a transaction in a currency other than U.S. dollars, the merchant, network or card association that processes the transaction may convert any related debit into U.S. dollars in accordance with its then current policies. MasterCard currently uses a conversion rate that is either: (a) selected from a range of rates available in the wholesale currency markets on or one day prior to its central or transaction processing date (note: this rate may be different from the rate the association itself receives), or (b) the government-mandated rate. The conversion rate may be different from the rate in effect on the date of your transaction and the date it is posted to your Card. We may impose a charge on the transaction amount (including reversals) for each transaction that you conduct outside the United States or in a foreign currency. This charge is in addition to any applicable ATM fee. See Fees and Charges section.

Fees and Charges. We will charge you, and you agree to pay, the fees and charges set forth below. We normally deduct fees and charges automatically from the Card balance at the time a fee or charge is incurred.

