

Elan™ Financial Services Elan Prepaid Card Pre-Acquisition Disclosure
Program Name: Oregon Lottery

Monthly Fee	Per Purchase	ATM Withdrawal	Cash Reload
\$2.00[†]	\$0	\$0 in-network \$2.00 out-of-network	N/A
ATM Balance Inquiry (in-network or out-of-network)			\$0 or \$.50
Customer Service (automated or live agent)			\$0 per call
Inactivity			\$0 per month
We charge 3 other types of fees.			
[†] No monthly fee charged the first 6 months.			
No overdraft/credit feature. Your funds are eligible for FDIC insurance.			
For general information about prepaid accounts, visit cfpb.gov/prepaid . Find details and conditions for all fees and services inside the card package or call 1-855-274-9938 or visit elanprepaidcard.com .			

CR-18730855

Welcome!

To your new Elan™ Prepaid Card

Your card can be used anywhere
Visa® debit cards are accepted.

Card Checklist

- ☐ Activate your card
- ☐ Set up your online account
- ☐ Sign up for text¹ or email alerts

This card is your only method of receiving funds. If you do not activate this card, you will not receive funds.

Keep Track of Your Balance

Online

Cardholder website: www.elanprepaidcard.com

Text¹/Email Alerts

Sign up to receive email or text alerts when funds have been deposited or when your balance gets low. Sign up on the cardholder website.

¹For text alerts, standard messaging charges apply through your mobile carrier and message frequency depends on account settings.

Activate Your Card Before Use

Go to www.elanprepaidcard.com

Call **855-274-9938** (we accept relay calls)

- Memorize the Personal Identification Number (PIN) that you will establish
- Sign your name in ink on the back of the card
- If you would like a card with your name on it, call Cardholder Services at 855-274-9938

Important Card Usage Information:

Gas Stations: When purchasing gasoline at a gas station, you will not be able to pay with your card using the pay-at-the-pump option. You can still purchase gas at stations that allow you to pay inside with a cashier. Payments made this way will post to your card account automatically.

Restaurants, Salons and Other Services: Prepaid card transaction posting amounts may vary. Most restaurants, salons and other services where you typically tip may temporarily add approximately 20% to your bill to cover the tip. Make sure your balance can cover the 20% or your transaction will be declined.

Hotels: When making travel reservations with a hotel or similar merchant, ask for the amount of the authorization they will send to your account. These merchants may send an initial authorization amount equal to your entire stay or rental period, plus taxes and incidentals, even though your actual purchase will be weeks or months away.

Track your Balance: It is always important to know your balance before you make a purchase or cash withdrawal and to keep track of your remaining balance after these transactions.

Your funds are eligible for FDIC insurance. Your funds are insured up to the maximum allowed by law in the event the institution becomes insolvent. See fdic.gov/deposit/deposits/prepaid.html for details. No overdraft/credit feature. This card is issued by Elan Financial Services. Contact Cardholder Services by calling **1-855-274-9938**, by mail at P.O. Box 551617, Jacksonville, FL 32255 or visit elanprepaidcard.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.



Elan™ Financial Services Elan Prepaid Card Fee Schedule for the Oregon Lottery Program

All fees	Amount	Details
Monthly Usage		
Monthly Fee	\$2.00	This is our fee charged each month beginning the 7 th month. No fee is charged if the card balance is zero.
Get cash		
ATM Withdrawal (in-network)	\$0	This is our fee per withdrawal. "In-network" refers to the MoneyPass® ATM networks. Locations can be found at moneypass.com/atm-locator .
ATM Withdrawal (out-of-network)	\$2.00	This is our fee per withdrawal. "Out-of-network" refers to all the ATMs outside of the MoneyPass ATM network. You may also be charged a fee by the ATM operator even if you do not complete a transaction.
Teller Cash Withdrawal	\$0	This is our fee for when you withdraw cash off your card from a teller at a bank or credit union that accepts Visa®.
Information		
ATM Balance Inquiry (in-network)	\$0	This is our fee per inquiry. "In-network" refers to the MoneyPass ATM network. Locations can be found at moneypass.com/atm-locator .
ATM Balance Inquiry (out-of-network)	\$0.50	This is our fee per inquiry. "Out-of-network" refers to all the ATMs outside of the MoneyPass ATM network. You may also be charged a fee by the ATM operator.
Using your card outside the U.S.		
International Transaction	3%	This is our fee which applies when you use your card for purchases at foreign merchants and for cash withdrawals from foreign ATMs and is a percentage of the transaction dollar amount, after any currency conversion. Some merchant and ATM transactions, even if you and/or the merchant or ATM are located in the United States, are considered foreign transactions under the applicable network rules, and we do not control how these merchants, ATMs and transactions are classified for this purpose.
International ATM Withdrawal	\$0	This is our fee per withdrawal. You may also be charged a fee by the ATM operator even if you do not complete a transaction.
International ATM Balance Inquiry	\$0.50	This is our fee per inquiry. You may also be charged a fee by the ATM operator.
Other		
Card Replacement	\$5.00	This is our fee per replacement of a card mailed to you with standard delivery (up to 10 business days). This fee will be charged when a card is lost or stolen, or for a legal name change.
Transaction Limits		
For security reasons, there are limitations on the number and amount of transactions that you may perform with your Card. There may be additional limits on the amount, number or types of transactions you can make using your Card and for security reasons we do not disclose these limits. Daily limits are based on a rolling 24 hour period. Limits are subject to change from time to time. You will receive prior notice of such changes to the extent required by applicable law.		
Maximum Card Balance at any time	\$20,000	
Maximum Daily Debits	10 transactions and \$5,050 per day	
ATM Withdrawals	5 transactions at \$1,025 per transaction and \$1,220 per day	
Purchases at the Point of Sale (including cash over the amount of purchase)	10 transactions and \$5,050 per day	
Teller Cash Withdrawals (at Visa member banks) (Financial Institutions may have lower limits)	3 transactions and \$5,050 per day	
Maximum Daily Credits	10 transactions and \$20,000 per day	
Returns and Refunds	May not exceed 4 transactions per day	

The Elan Prepaid Card is issued by Elan Financial Services pursuant to a license from Visa U.S.A. Inc. © 2020 Elan Financial Services.

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Divulgación Previa a la Adquisición de la Tarjeta Prepagada Elan
de Elan™ Financial Services.

Nombre del Programa: Oregon Lottery

Cargo Mensual	Por Compra	Retiro de Fondos en ATM	Recarga de Efectivo
\$2.00[†]	\$0	\$0 dentro de la red \$2.00 fuera de la red	N/A
Consulta de Saldo en ATM (dentro o fuera de la red)			\$0 o \$0.50
Servicio de Atención al Cliente (automatizado o representante en vivo)			\$0 por llamada
Inactividad			\$0 por mes
Cobramos otros 3 tipos de cargos.			
[†] Sin cargo mensual por los primeros 6 meses.			
Sin prestación de sobregiro/crédito. Sus fondos son elegibles para el seguro FDIC.			
Para obtener información general sobre cuentas prepagadas, visite cfpb.gov/prepaid . Encuentre detalles y condiciones de todos los cargos y servicios consultando el paquete de la tarjeta, llamando al 855.274.9938 o visitando elanprepaidcard.com .			

CR-18790052

¡Bienvenido!

A su nueva Tarjeta Prepagada Elan™

Puede usar su tarjeta en cualquier lugar donde acepten tarjetas de débito Visa®.

Lista de Verificación de la Tarjeta

- ☐ Active su tarjeta
- ☐ Configure su cuenta en línea
- ☐ Inscríbase para recibir alertas por texto¹ o correo electrónico

Esta tarjeta es su único método para recibir fondos. Si no activa esta tarjeta, no podrá recibir fondos.

Dé Seguimiento a su Saldo En Línea

Sitio web del titular de la tarjeta:
www.elanprepaidcard.com

Alertas por Mensajes de Texto¹ o Correo Electrónico

Inscríbase para recibir alertas por mensajes de texto o correo electrónico cuando reciba un depósito de fondos o cuando su saldo sea bajo. Inscríbase en el sitio web para titulares de tarjeta.

¹En el caso de alertas por mensajes de texto, se aplican cargos estándares de mensajería a través de su proveedor de telefonía móvil y la frecuencia de los mensajes depende de la configuración de la cuenta.

Active Su Tarjeta Antes de Usarla

Visite **www.elanprepaidcard.com**

Llame al **855.274.9938**

(aceptamos llamadas de retransmisión)

- Memorice el Número de Identificación Personal (PIN) que establecerá
- Firme con tinta en el dorso de su tarjeta
- Si desea una tarjeta que tenga su nombre, llame a Servicios para Titulares de Tarjetas al 855.274.9938

Información Importante del Uso de la Tarjeta:

Estaciones de Servicio: al comprar combustible en una estación de servicio, no podrá pagar con su tarjeta si utiliza la opción de pago en el surtidor. Sin embargo, puede comprar gasolina en estaciones que le permitan pagar adentro con un cajero. Los pagos realizados a través de este método se registrarán en su cuenta de tarjeta automáticamente.

Restaurantes, Salones de Belleza y Otros Servicios: los montos que se registran de una transacción con tarjeta prepagada pueden variar. La mayoría de los restaurantes, salones de belleza y otros servicios en los que generalmente se deja propina, pueden agregar temporalmente el 20% aproximadamente a su factura para cubrir la propina. Asegúrese de que su saldo pueda cubrir el 20% o su transacción se rechazará.

Hoteles: cuando realice reservaciones de viaje en un hotel o comercio similar, pregunte el monto de la autorización que retendrán en su cuenta. Es posible que estos comercios retengan un monto de autorización inicial equivalente a su estadía o período de alquiler completos más impuestos y gastos incidentales, incluso si su compra real ocurrirá dentro de algunas semanas o meses.

Dé Seguimiento a su Saldo: siempre es importante conocer su saldo antes de realizar una compra o retiro de efectivo y mantener un registro de su saldo restante después de estas transacciones.

Sus fondos son elegibles para el seguro FDIC. Sus fondos están asegurados hasta el máximo permitido por la ley en caso de que la institución se vuelva insolvente. Consulte fdic.gov/deposit/deposits/prepaid.html para obtener detalles. Sin prestación de sobregiro/crédito. Esta tarjeta es emitida por Elan Financial Services. Comuníquese con Servicios para Titulares de Tarjetas, llamando al **855.274.9938**, por correo a Cardholder Services P.O. Box 551617, Jacksonville, FL 32255 o visite elanprepaidcard.com. Para obtener información general sobre cuentas prepagadas, visite cfpb.gov/prepaid. Si tiene alguna queja sobre una cuenta prepagada, llame a la Oficina para la Protección Financiera del Consumidor (Consumer Financial Protection Bureau) al 855.411.2372, o visite cfpb.gov/complaint.

Si bien esta comunicación de Elan Financial Services se ofrece en español, las futuras comunicaciones de Elan Financial Services y los documentos relacionados con sus acuerdos contractuales, divulgaciones, notificaciones y estados de cuenta, así como los servicios en Internet y de la banca móvil pueden estar disponibles solamente en inglés. Usted debe poder leer y comprender estos documentos o tener asistencia en su traducción para poder entender y utilizar este producto o servicio. Los documentos en inglés están disponibles a petición suya.



Lista de cargos de la Tarjeta Prepagada Elan de Elan™ Financial Services para el Programa Oregon Lottery

Todos los cargos	Monto	Detalles
Uso Mensual		
Cargo Mensual	\$2.00	Este es nuestro cargo que se cobra cada mes a partir del 7.º mes. No se cobra ningún cargo si el saldo de la tarjeta es cero.
Retiros de efectivo		
Retiro de Fondos en ATM (dentro de la red)	\$0	Este es nuestro cargo por retiro de fondos. "Dentro de la red" se refiere a las redes de ATM MoneyPass®. Puede encontrar las ubicaciones en moneypass.com/atm-locator .
Retiro de Fondos en ATM (fuera de la red)	\$2.00	Este es nuestro cargo por retiro de fondos. "Fuera de la red" se refiere a todos los ATM que se encuentran fuera de la red de ATM MoneyPass. El operador del ATM también puede cobrarle un cargo, incluso si no termina de realizar la transacción.
Retiro de Efectivo con Personal de Ventanilla	\$0	Este es nuestro cargo por realizar un retiro de efectivo desde su tarjeta con la ayuda del personal de ventanilla en un banco o cooperativa de crédito que acepte Visa®.
Información		
Consulta de Saldo en ATM (dentro de la red)	\$0	Este es nuestro cargo por consulta. "Dentro de la red" se refiere a la red de ATM MoneyPass. Puede encontrar las ubicaciones en moneypass.com/atm-locator .
Consulta de Saldo en ATM (fuera de la red)	\$0.50	Este es nuestro cargo por consulta. "Fuera de la red" se refiere a todos los ATM que se encuentran fuera de la red de ATM MoneyPass. El operador del ATM también puede cobrarle un cargo.
Uso de su tarjeta fuera de los EE. UU.		
Transacción Internacional	3%	Este es el cargo que cobramos y que se aplica al uso de su tarjeta para compras en comercios extranjeros y por retiros de efectivo en ATM extranjeros y es un porcentaje del monto en dólares de la transacción después de cualquier conversión de moneda. Algunos comercios y transacciones de ATM, aunque usted y/o el comercio o ATM estén ubicados en los Estados Unidos, se consideran transacciones en el extranjero conforme a las reglas aplicables de la red, y nosotros no tenemos control sobre cómo se clasifican estos comercios, ATM y transacciones para este fin.
Retiro de Fondos en ATM Internacional	\$0	Este es nuestro cargo por retiro de fondos. El operador del ATM también puede cobrarle un cargo, incluso si no termina de realizar la transacción.
Consulta de Saldo en ATM Internacional	\$0.50	Este es nuestro cargo por consulta. El operador del ATM también puede cobrarle un cargo.
Otros		
Reemplazo de Tarjeta	\$5.00	Este es nuestro cargo por reemplazo de una tarjeta enviada por correo con servicio de entrega estándar (hasta 10 días hábiles). Este cargo se cobrará si extravía o le roban su tarjeta, o por un cambio legal de nombre.
Límites de Transacciones		
Por motivos de seguridad, existen limitaciones en el número y monto de transacciones que usted puede realizar con su Tarjeta. Es posible que existan límites adicionales en el monto, número y tipo de transacciones que puede realizar utilizando su Tarjeta, y por motivos de seguridad no divulgaremos estos límites. Los límites diarios se basan en períodos renovables de 24 horas. Los límites están sujetos a modificaciones ocasionales. Recibirá un aviso previo sobre dichos cambios tal como lo exigen las leyes vigentes.		
Saldo Máximo de la Tarjeta en cualquier momento	\$20,000	
Débitos Diarios Máximos	10 transacciones y \$5,050 por día	
Retiro de Fondos en ATM	5 transacciones de hasta \$1,025 por transacción y \$1,220 por día	
Compras en el Punto de Venta (incluye dinero en efectivo además del monto de compra)	10 transacciones y \$5,050 por día	
Retiros de Efectivo con Personal de Ventanilla (en bancos miembros de Visa) (las Instituciones Financieras pueden tener límites más bajos)	3 transacciones y \$5,050 por día	
Créditos Diarios Máximos	10 transacciones y \$20,000 por día	
Devoluciones y Reembolsos	No pueden exceder 4 transacciones por día	

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THE ELAN™ PREPAID CARD CARDHOLDER AGREEMENT

(Effective 7/1/2018)

TERMS AND CONDITIONS FOR THE ELAN PREPAID CARD

By activating, accepting and/or using the Elan Prepaid Card (“Card”), you agree to be bound by the terms and conditions contained in this Elan Prepaid Card Cardholder Agreement (“Agreement”), which will govern your use of your Card and your Account. Your Card is a reloadable Visa® branded prepaid debit card issued by Elan Financial Services (“Elan”), and your Card accesses your Elan Prepaid Card account (“Account”). “You” and “your” means the person(s) who received the Card from Elan and are authorized to use the Card and Account as provided for in this Agreement. “We,” “us,” and “our” mean Elan, our successors, affiliates or assigns. “Funder” means an organization providing an actual dollar value, or funds, to your Card. Please read this Agreement carefully and keep it for future reference. The laws of the state of Ohio govern the interpretation of this Agreement, without giving effect to conflict of law principles thereof that may cause the law of another state to apply.

The Card and Account are not connected in any way to any other account. You will not receive any interest on the funds in your Account. The Card is not a credit card. The Card is not for resale. The Card is nontransferable and it may be canceled, repossessed, or revoked at any time without prior notice subject to applicable law. We may refuse to process any transaction that we believe may violate the terms of this Agreement. Your funds are insured by the Federal Deposit Insurance Corporation (“FDIC”) up to the maximum allowed by law.

THIS AGREEMENT CONTAINS AN ARBITRATION PROVISION (INCLUDING A CLASS ACTION ARBITRATION WAIVER). IT IS IMPORTANT THAT YOU READ THE ARBITRATION SECTION CAREFULLY.

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW 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 an account. What this means for you: When you open an account, we may ask for your name, address, date of birth and other information that will allow us to identify you. If necessary, we may also ask to see your driver's license or other identifying documents.

HOW TO USE YOUR CARD

1. Activating Your Card; PIN Selection. You can activate your Card by calling us at 855-274-9938 (we accept relay calls) or online at www.elanprepaidcard.com. During the activation process, you will select a Personal Identification Number (“PIN”), which you may use to conduct certain transactions, such as point of sale transactions or ATM transactions. The Card and PIN are provided for your use and protection, and you agree to make sure only you know your PIN – do not write your PIN on your Card or tell anyone – and to notify us immediately if your PIN has been compromised.

2. Using Your Card. You are able to use your Card and Account to conduct the types of transactions described in your Fee Schedule and Transaction Limits, which may include:

- A. Paying for purchases at stores and businesses that have agreed to accept the Card (“point-of-sale transactions”).
- B. Performing transactions at automated teller machines (“ATMs”).
- C. Obtaining cash at the teller window from any bank or credit union that accepts Visa.

Fees and transaction limits may apply. Not all transaction types are available for all programs. See “Card Fees and Transaction Limits” for more details.

3. Loading Your Card. Only your Funder may deposit money (load value)

onto your Card. Monies deposited into the Account are available for your use in accordance with this Agreement.

CARD FEES AND TRANSACTION LIMITS

4. Under some situations, you will be charged fees for using your Card or Account. We will charge you and you agree to pay the fees and charges (collectively “Fees”) described on the Fee Schedule included with your Card and made available to you before or during your enrollment in the Card program. Fees will be deducted automatically from the available Account balance. Any time your Account balance is less than the amount of the fee being assessed, the balance of your Account will be applied to the fee amount. Third parties may assess additional charges. Available transaction types and applicable transaction limitations are displayed in the transaction limits table (“Transaction Limits”) below your Fee Schedule. For security reasons there may be additional limits on the amount, number or type of transactions you can make using the Card or Account. Fees and Transaction Limits are incorporated into this Agreement by reference and are subject to change from time to time. You will receive prior notice of Fee and Transaction Limit changes to the extent required by applicable law. You may receive a copy of the Fee Schedule and Transaction Limits by calling us toll free at 855-274-9938 or you may view them online at www.elanprepaidcard.com.

HOW TO OBTAIN ACCOUNT INFORMATION

5. Account Information

- A. You can view your Account online at www.elanprepaidcard.com or call us at 855-274-9938 to find out whether or not a load has been made.
- B. You may obtain Account balances and review Account activity by visiting www.elanprepaidcard.com or calling 855-274-9938. You can access a 12-month history of Account transactions online at www.elanprepaidcard.com. You will be able to view statement information online at www.elanprepaidcard.com. The statement will describe all Account activity during the statement period.
- C. You also have the right to obtain a 24-month written history of Account transactions, or a single-month statement by visiting www.elanprepaidcard.com, calling 855-274-9938, or by writing us at Elan Prepaid Card Services, P.O. Box 551617, Jacksonville, FL 32255. You will not be charged a fee for this information.
- D. You can get a receipt at the time you make any transfer to or from your Account using an ATM or point of sale terminal.

6. Contact Information and Business Days and Hours. For general inquiries by mail, write us at: Elan Prepaid Card Services, P.O. Box 551617, Jacksonville, FL 32255. For service inquiries and/or to report your Card lost or stolen, call 855-274-9938, 24 hours a day, 7 days a week. Our business days are Monday through Friday. Holidays are not included.

7. Mobile Alerts. You may enroll to receive electronic notifications (“Alerts”) relating to your Account online at www.elanprepaidcard.com or by calling 855-274-9938. You may manage or cancel Alerts at any time online at www.elanprepaidcard.com, or by calling 855-274-9938. Alerts will be sent via SMS / text message to a mobile phone, handheld, or other wireless device or by email as designated by you. This service allows you to request and receive certain messages about your Account. You may elect to receive Alerts relating to specific transactions on your Account. Once you have logged in, you may choose which Alerts you would like to receive and a limited number of electronic addresses (which electronic addresses may include email addresses and any devices accepting text messages) to which the Alerts will be sent. Alerts will be sent each day, at various times, when transactions occur that meet your specified criteria. You understand and agree that Alerts will not be sent on a “real time” basis, but will rather be sent at the next scheduled delivery time after the specified transaction event occurs. We reserve the right to change the frequency or timing of Alerts, at any time and from time to time. Alerts are not intended to replace your Account statements or any other communications we may provide to you regarding your Account. You are responsible for and must provide all telephone and other equipment, software, and services necessary to receive Alerts. By enrolling in Alerts and providing us with your cellular phone number, you

consent to receiving SMS messages related to Alerts. Data and messaging charges from your telecommunications provider may apply, and you are responsible for any such charges. In the event your enrolled mobile or cellular device is lost or stolen, you agree to update your enrollment information and make the appropriate changes to disable the use of such devices. You agree to notify us of any change to your electronic addresses in order to ensure continued delivery of your Alerts. You understand that there are risks associated with using a mobile device, and that in the event of theft or loss, your confidential information could be compromised. We are not responsible for any failures on the part of your telecommunications, internet and/or email provider to properly enable your receipt of Alerts.

IMPORTANT INFORMATION ABOUT USING YOUR CARD

8. Holds Upon Authorization. Transactions with some merchants - restaurants, car rental agencies, hotels, salons, mail-order companies, and cruise lines, for example - will authorize in an amount greater than your purchase. If you do not have available funds in the amount requested in the authorization, then your transaction will be declined. If the transaction is authorized, funds in the authorized amount will be held and will not be available for other purchases. The authorized amount will be held until the transaction posts to your Account. Transaction posting can generally take up to 10 days, except for certain travel and lodging related authorizations that can take up to 21 days. In some cases, the authorization amount will be held even if you do not complete your transaction.

9. Split Transactions; Rescinded Transactions; Failure to Honor

- A. If you do not have enough money in your Account to complete a particular transaction, you may split your purchases between your Card and another form of payment. Tell the cashier how much you want to pay first with your Card. If you do not know your exact balance, please call customer service at 855-274-9938 to verify your balance prior to attempting to make a purchase. Please note, not all merchants permit this type of split transaction.
- B. If you authorize a purchase but do not make the purchase as planned, the authorized amount will be held until the authorization expires or the merchant releases the hold, which may take up to seven days.
- C. Neither we nor any other bank or business will be liable to you for failure to accept or honor the Card.

10. Preauthorized Payments

- A. *Right to stop payment and procedure for doing so.* If you have preauthorized payments with your Card, you can stop any of these payments. Here's how: Call us at 855-274-9938 or write us at Elan Prepaid Card Services, P.O. Box 551617, Jacksonville, FL 32255, in time for us to receive your request three business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call.
- B. *Notice of varying amounts.* If these regular payments vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. 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.
- C. *Liability for failure to stop payment of preauthorized transfer.* If you order us to stop payment three business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

11. Returns and Refunds. If there is a problem or dispute with a purchase of goods or services, you must address it directly with the merchant involved. Refunds and returns are subject to the merchant's policies or applicable laws. 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 in place of cash.

12. Payment. Each time you use your Card, the amount of the transaction will be debited from your Account. You may not be allowed to exceed the balance available in your Account by any individual or series of purchases. Nevertheless, if you

make a purchase that exceeds the balance in your Account (an “overdraft”), you will be fully responsible for the amount of your purchase that exceeded the balance in your Account. We also reserve the right to automatically debit such overdrafts from current or future money deposited to your Account or any other account you have with us. In such case, you agree to be responsible for payment to us for all overdrafts.

13. No ACH Payment/Transfer. Do not attempt to make an ACH payment/transfer out of your Account using the underlying Account number of your Card. If you do so, we may close your Card and Account.

14. Using Your Card in a Foreign Country

You may use your Card for retail purchases at foreign (outside the United States) merchants and for cash withdrawals from foreign ATMs that bear either the PLUS System or the Visa logo. Some merchant and ATM transactions, even if you and/or the merchant or ATM are located in the United States, are considered foreign transactions under the applicable Visa rules, in which case we will add the “foreign fee” described below to those transactions. We do not control how these merchants, ATMs and transactions are classified for this purpose. The exchange rate in effect when the transaction is processed may differ from the rate in effect on the date of the transaction or the date of the posting of the transaction to your Account. If you use your Card at a merchant or an ATM that bears the Visa logo (and no PLUS System logo), the transaction will be processed through the Visa system and will be converted into U.S. Dollars according to the applicable rules established by Visa from time to time. For transactions processed through Visa, the foreign currency transaction will be converted to U.S. Dollars by multiplying the amount of the foreign currency times (a) a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives, or (b) the government-mandated rate in effect for the applicable central processing date. If you use your Card at an ATM that bears only the PLUS System logo (and no Visa logo), the transaction will be processed through the PLUS System and will be converted into U.S. Dollars at the exchange rate established, from time to time, by the operator of that ATM. If you use your Card at an ATM that bears both the Visa and PLUS System logos, the ATM operator will determine whether to send your transaction over the Visa or PLUS System network using such network's respective currency conversion rules then in effect (as explained above). We may assess foreign fee, calculated as a percentage of your transaction amount. The percentage, if any, is listed on the Fee Schedule. We may assess the “foreign fee” on all foreign transactions, even in transactions that do not require currency to be converted.

15. Other Terms. Use of your Card is subject to all applicable rules and customs of any clearinghouse or other association involved in transactions. Your Card may not be used for any unlawful purpose. You agree that you will not use your Card for illegal internet-gambling or any transaction that is illegal under applicable law, or not permitted by network rules.

16. Contact in the Event of Loss, Theft or Unauthorized Use; Your Liability for Unauthorized Transactions

- A. Tell us AT ONCE if you believe your Card or PIN has been lost or stolen or if you believe an electronic fund transfer has been performed without your permission. Telephoning is the best way of notifying us and keeping your possible losses down. You may contact us by calling us toll-free at 855-274-9938 or by writing us at Elan Prepaid Card Services, P.O. Box 551617, Jacksonville, FL 32255. If your Card has been lost or stolen, we will close your Card.
- B. *Zero Liability.* You are generally protected from all liability for unauthorized transactions. However, if you do not tell us within 60 days after the earlier of the date you electronically access your Account, if the transaction could be viewed in your electronic history, or the date we sent the first statement or transaction history on which the unauthorized transfer appears, you may not get back any money you lost after the 60 days if we can prove we could have stopped someone from taking the money if you had told us in time. Alternatively, we may require you to report an unauthorized transaction(s)

within 120 days after the transfer or transaction allegedly in error was credited or debited to your Account.

- C. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

17. Your Right to Dispute Errors

- A. In case of errors or questions about your Card, call 855-274-9938 or write to Elan Prepaid Card Services, P.O. Box 551617, Jacksonville, FL 32255, as soon as you can if you think your statement, transaction history, or receipt is wrong or if you need more information about a transaction listed on the statement, transaction history, or receipt. We must allow you to report an error until 60 days after the earlier of the date you electronically access your Account, if the error could be viewed in your electronic history, or the date we sent the FIRST written history on which the error appeared. Alternatively, we may require you to report an unauthorized transaction(s) within 120 days after the transfer or transaction allegedly in error was credited or debited to your Account. You may request a written history of your transactions at any time by calling us at 855-274-9938 or writing us at Elan Prepaid Card Services, P.O. Box 551617, Jacksonville, FL 32255.
- B. You will need to tell us:
- (i) Your name and your Elan Prepaid Card number.
 - (ii) The dollar amount of the suspected error.
 - (iii) Approximately when the error took place.
 - (iv) 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.
- C. If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days after speaking with us.
- D. We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will provisionally credit your Account 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 our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your Account until the investigation is complete, although we will still investigate your complaint or question. For errors involving new Cards (open less than 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 provisionally credit your Card for the amount you think is in error. We will tell you the results within three business days after completing our investigation.
- E. If we decide there was no error, we will send you a written explanation within three business days after we finish our investigation. You may ask for copies of the documents used in our investigation. If we have issued provisional credit to you and there is no error, the amount of that credit will be subtracted from your Card. We will give you advance notice of the amount and date of the debit against your Card for that credit.
- F. If you need more information about our error-resolution procedures, call us at the telephone number shown above.

18. Our Liability. If we do not complete a transfer to or from your Account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages with some exceptions. We will not be liable, for instance:

- (i) If, through no fault of ours, you do not have enough money in your Account to make the transfer.
- (ii) If the automated teller machine where you are making the transfer does not have enough cash.
- (iii) If the terminal system was not functioning properly and you were aware of that when you started the transfer.
- (iv) If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.

- (v) There may be other exceptions stated in our agreement with you.

OUR RIGHTS UNDER THE AGREEMENT

19. Amendment, Termination and Other Rights. We may at any time change or terminate these terms and conditions, or transfer our rights under this Agreement. We do not give up our rights by delaying or failing to exercise them at any time. If any term of this Agreement is found by a court to be illegal or unenforceable; all other terms will still be in effect. Refer to www.elanprepaidcard.com for the most current version of the Agreement. You will be notified of any change in the manner required by applicable law. However, if the change is made for security purposes, we can implement such change without prior notice. We may terminate or suspend this Agreement or any features or services of the Card described herein at any time. You may close your Account. Account termination or closure, whether by you or us, will not affect prior transactions or obligations relating to your Account existing at the time of termination. From time to time, we may monitor telephone calls you make to us or our agents.

DISCLOSURE OF CARD INFORMATION

20. We will disclose information to third parties about your Card and Account or the transfers you make: (i) where it is necessary for completing transfers, (ii) in order to verify the existence and condition of your Account for a third party, such as a credit bureau or merchant, (iii) in order to comply with government agency or court orders, or (iv) if you give us your written permission.

ADDITIONAL INFORMATION

21. Role of Your Funder

- A. Your Funder is responsible for transferring funds to us to load into your Card. These funds will be transferred by your Funder to us and loaded into your Account by us according to the schedule agreed to by your Funder and us. We have no obligation to you in the event your Funder delays in providing or fails to provide funds to your Account.
- B. Your Funder may retain the right to deduct funds from the Account in order to correct a previous error or overpayment to you or for other reasons. You hereby authorize us to accept instructions from your Funder to credit or debit funds to or from your Account and, in the case of a debit, to return those funds to your Funder. If you have a dispute with your Funder about the amount that the Funder loads onto or deducts from your Account, you agree to not involve us in that dispute and to resolve that dispute solely with your Funder.
- C. You acknowledge and agree that except as set forth in this section, your Funder shall not be liable for any claims by you in connection with this Agreement.

22. Use by Others. Except as described in “Contact in the Event of Loss, Theft or Unauthorized Use; Your Liability for Unauthorized Transactions” above, you are liable and responsible for all transactions, fees, and other activity with respect to the Card or Account. You may not permit another person to have access to your Card or Account. If you do provide access to your Card or Account to another person, you are liable for all transactions and fees incurred by such person. You must notify us in writing to revoke permission for any person you previously authorized to use or access your Card or Account.

23. Card Expiration. Your Card will expire on the last day of the month indicated on your Card. The funds in your Account do not expire; however, you will not receive a new card when your current Card expires. Any funds remaining in your Account on the expiration of your Card can be delivered to you by check on your request. To request a check, contact us at 855-274-9938. If you do not call to request a check, funds will be handled in accordance with applicable abandoned property laws.

24. Cellular Phone Contact Policy. By providing us with a telephone number for a cellular phone or other wireless device, including a number that

you later convert to a cellular number, you are expressly consenting to receiving communications—including but not limited to prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system—from us and our affiliates and agents at that number. This express consent applies to each such telephone number that you provide to us now or in the future and permits such calls for non-marketing purposes. Calls and messages may incur access fees from your cellular provider.

25. ARBITRATION

A. This section does not apply to any dispute in which the amount in controversy is within the jurisdictional limits of, and is filed in, a small claims court. This Arbitration Provision shall not apply to a party who is a covered borrower under the Military Lending Act. These arbitration provisions shall survive closure of your account or termination of all business with us. If any provision of this section is ruled invalid or unenforceable, this section shall be rendered null and void in its entirety.

B. Arbitration Rules: In the event of a dispute relating to or arising out of your account or this Agreement, you or we may elect to arbitrate the dispute. At your election, the arbitration shall be conducted by either JAMS or the American Arbitration Association (“AAA”) (or, if neither of these arbitration organizations will serve, then a comparable substitute arbitration organization agreed upon by the parties or, if the parties cannot agree, chosen by a court of competent jurisdiction). If JAMS is selected, the arbitration will be handled according to its Streamlined Arbitration Rules unless the Claim is for \$250,000.00 or more, in which case its Comprehensive Arbitration Rules shall apply. If the AAA is selected, the arbitration will be handled according to its Commercial Arbitration Rules. You may obtain rules and forms for JAMS by contacting JAMS at 1.800.352.5267 or www.jamsadr.com and for the AAA by contacting the AAA at 1.800.778.7879 or www.adr.org. Any arbitration hearing that you attend will take place in the federal judicial district in which you reside. Without regard to which arbitration body is selected to resolve the dispute, any disputes between you and us as to whether your claim falls within the scope of this arbitration clause shall be determined solely by the arbitrator, and not by any court.

C. Arbitration Process: Arbitration involves the review and resolution of the dispute by a neutral party. The arbitrator’s decision will generally be final and binding. At your request, for claims made to consumer accounts, we will advance your filing and hearing fees for any claim you may file against us; the arbitrator will decide whether we or you will ultimately be responsible for those fees. Arbitration can only decide our or your dispute and cannot consolidate or join claims of other persons who may have similar claims. There will be no authority or right for any disputes to be arbitrated on a class action basis.

D. Effects of Arbitration: If either of us chooses arbitration, neither of us will have the right to litigate the dispute in court or have a jury trial. In addition, you will not have the right to participate as a representative or member of any class of claimants, or in any other form of representative capacity that seeks monetary or other relief beyond your individual circumstances, pertaining to any dispute subject to arbitration. There shall be no authority for any claims to be arbitrated on a class action or any other form of representative

basis. Arbitration can only decide your or our claim, and you may not consolidate or join the claims of other persons who may have similar claims, including without limitation claims for public injunctive or other equitable relief as to our other customers or members of the general public. Any such monetary, injunctive, or other equitable relief shall be limited solely to your accounts, agreements, and transaction with us. Notwithstanding the foregoing, any question as to the validity and effect of this class action waiver shall be decided solely by a court of competent jurisdiction, and not by the arbitrator.

The Elan Prepaid Card is issued by Elan Financial Services pursuant to a license from Visa U.S.A. Inc. © 2018 Elan Financial Services.