

## CARDHOLDER AGREEMENT

### IMPORTANT – PLEASE READ CAREFULLY

#### 1. Terms and Conditions/Definitions for the Load-n-go *easypay* MasterCard® Card

This document constitutes the agreement ("Agreement") outlining the terms and conditions under which the Load-n-go *easypay* Instant Issue card and/or Load-n-go *easypay* MasterCard Card has been issued to you. By accepting, retaining or using the Card, you agree to be bound by the terms and conditions in this Agreement. In this Agreement, "Card" means the Load-n-go *easypay* Instant Issue card and/or MasterCard Card issued to you by Palm Desert National Bank (PDNB). "Issuer" means PDNB. PDNB is a FDIC insured member institution. "Card" means the records we maintain to account for the value of claims associated with the Card. You acknowledge and agree that the value available on the Card is limited to the funds that you have loaded onto the Card, or have been loaded onto the Card on your behalf. "You" and "your" means the person or persons who have received the Card and are authorized to use the Card as provided for in this Agreement. "Cardholder" means an individual who: (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, with a verifiable U.S. mailing address; and (ii) has used and/or has been provided the Card by his/her employer. "Load-n-go" means Load-n-go, Inc., a Nevada corporation and Member Service Provider for the Issuer. "We," "us," and "our" means PDNB, our successors, affiliates or assignees. You agree to sign the back of the Card immediately upon receipt. The expiration date of your Card is identified on the front of your Card. The Card will remain the property of PDNB and must be surrendered upon demand. The Card is nontransferable, and it may be canceled, reprocessed, or revoked at any time without prior notice subject to applicable law. Please read this Agreement carefully and keep it for future reference.

This Agreement describes your participation in the Load-n-go *easypay* MasterCard Card Program ("Program"), a program that allows you to receive direct deposits, value loads and/or your net pay on a prepaid card.

The Card is a prepaid card. The Card is not connected in any way to any other account. The Card is not a credit card. You will not receive any interest on your funds on the Card. Our business days are Monday through Friday, excluding holidays, even if we are open.

#### Authorized Users

You may request an additional Card for another person. You may also permit another person to have access to your Card or Card number. However, if you do, you are liable for all charges made by those persons. You must notify us to revoke permission for any person you previously authorized to use your Card. You are responsible for all charges and fees incurred by any other person you have authorized. If you notify us to revoke another person's use of your Card, we may revoke your Card and issue a new Card with a different number. You are wholly responsible for the use of each Card according to the terms and conditions of this Agreement. You further agree that you will provide the holder of the second Card a copy of this Cardholder Agreement.

#### Personal Identification Number ("PIN")

We may, at our option, give you a Personal Identification Number ("PIN"). If we give you a PIN, you may use your Card to obtain cash from any Automated Teller Machine ("ATM") or any Point-of-Sale ("POS") device, as permissible by merchant, which requires entry of a PIN that bears the MasterCard®, Maestro®, Cirrus®, or STAR®, brand. All ATM transactions are treated as cash withdrawal transactions. You should not write or keep your PIN with your Card. If you believe that anyone has gained unauthorized access to your PIN, you should advise us immediately, following the procedures in the paragraph labeled "Your Liability for Unauthorized Transfers". By activating the Card or by retaining, using or authorizing the use of the Card, (i) you represent and warrant that all of the personally identifiable information provided by you is true, correct and complete, (ii) you accept the Card, and (iii) you agree that you have received, 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 inform your employer to arrange to withdraw from enrollment in the Program.

#### 2. Using Your Card/Features

##### Loading Your Card

You may add funds to your Card, called "value loading", at any time. The minimum amount of each value load is \$0.00. The maximum amount of each initial value load is \$1,500.00. The maximum amount of each value reload is

\$2,500.00. The maximum number of times you may load your Card per day is three (3). The maximum cumulative amount that may be withdrawn from an ATM or POS device per day is \$1,000.00. The maximum cumulative amount that may be withdrawn from a participating bank per day is the available balance of your Card. The maximum that can be spent on your Card per day is \$10,000.00. The maximum value of your Card is restricted to \$10,000.00. You may add value or load your Card via direct deposit. Please see your Card back or Card Carrier (the sheet your Card was attached to when you received it) for how to load funds to your Card or call Customer Service at 1-877-850-9652.

You may use your Card to purchase or lease goods or services wherever Debit MasterCard, Maestro cards, or STAR cards are accepted as long as you do not exceed the value available on your Card Account. You are responsible for all authorized transactions initiated by use of your Card. If you permit someone else to use your Card or Card number we will treat this as if you have authorized such use and you will be responsible for any transactions made subject to such use. Some merchants do not allow cardholders to conduct split transactions where you would use the Card as partial payment for goods and services and paying the remainder of the balance with another form of legal tender.

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

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

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

#### 3. Returns and Refunds

If you are entitled to a refund for any reason for goods or services obtained with your Card, you agree to accept credits to your Card for such refunds.

#### 4. Charges Made In Foreign Currencies

If you obtain your funds (or make a purchase) in a currency other than the currency in which your Card was issued, the amount deducted from your funds will be converted by MasterCard International into an amount in the currency of your Card. MasterCard International will establish a currency conversion rate for this convenience. This percentage amount is independent of any amount taken by the Issuer in accordance with the following paragraph of these terms and conditions.

If you obtain your funds (or make a purchase) in a currency other than the currency in which your Card was issued; the Issuer may at its option increase the currency conversion rate (described in the immediately preceding paragraph) by an amount not to exceed 2.5% and may retain this amount as compensation for its services. This charge is independent of the currency conversion rate established by MasterCard International.

#### 5. Receipts

You should get a receipt at the time you make a transaction or obtain cash using your Card. You agree to retain your receipt to verify your transactions.

#### 6. Periodic Statements

Electronic statements including your transaction history and your current Card balance may be viewed on the Internet at [www.load-n-go.com](http://www.load-n-go.com), as soon as practicable after the settlement of each transaction or you can call 1-877-850-9652 and access this information by following the English or Spanish menu prompts. Additionally, should you wish to receive a paper statement instead of an electronic statement for a particular month, you may elect this option each time by writing to Paper Statement Request; Load-n-go, Inc., 3960 Howard Hughes Parkway, Fifth Floor, Las Vegas, Nevada, 89109. Please include your name, Card Account number and current mailing address. You agree that these are reasonable procedures for sending and receiving periodic statements.

#### 7. Fees.

We will charge you and you agree to pay the fees and charges (together, the "Fees") set forth on the Schedule of Fees listed on the card carrier. The terms and other information included on the card carrier are incorporated herein by reference. The card carrier is the envelope-like material that was sent to you which includes the actual Card. Please read and retain for your records the Fee portion of the card carrier as it is part of our Agreement with you and you are responsible for paying the Fees shown on the card carrier. The Fees may be changed at any time as provided in this Agreement. You will receive prior notice of all Fee changes as required by applicable law. All Fees will be deducted automatically from the Card balance. Without limiting the generality of the foregoing, you agree that we may deduct a Dormancy Fee as permitted by law and described in the Schedule of Fees. You may receive a copy of the current Schedule of Fees by calling us toll free at 1-877-850-9652 or by visiting us on the Internet at: [www.load-n-go.com](http://www.load-n-go.com). Examples of Fees that may be charged include:

**Transactional Fees.** Fees charged for ATM withdrawals or POS purchases, inquiries and/or declines due to insufficient balance and similar fees.

**Periodic Fees.** Fees charged on a regularly recurring basis such as a monthly maintenance and similar fees.

**Event-driven Fees.** Fees triggered by a specific event such as the issuance of a replacement Card or Card Account closure and similar fees.

**Fees Beyond the Scope of this Agreement.** If you use an ATM not owned by us for any transaction, including a balance inquiry, you may be charged a fee by the ATM operator even if you do not complete a withdrawal. This ATM fee is a third party fee amount assessed by the individual ATM operator only and is not assessed by us. This ATM fee amount will be charged to your Card.

#### 8. Confidentiality

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

- (1) Where it is necessary for completing transactions;
- (2) In order to verify the existence and condition of your Card for a third party, such as merchant;
- (3) In order to comply with government agency, court order, or other legal reporting requirements;
- (4) If you give us your written permission; or
- (5) To our employees, auditors, affiliates, service providers, or attorneys as needed.

#### 9. Our Liability for Failure to Complete Transactions

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

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

#### 10. Your Liability for Unauthorized Transfers

Contact us at once if you believe your Card has been lost or stolen. Telephoning is the best way to minimize your possible losses. If you believe your Card has been lost or stolen, or that someone has transferred or may transfer money from your Card Account without your permission, call us at 1-877-850-9652. If you notify us within two (2) business days, you can lose no more than \$50 if someone used your Card without your permission. If you do not notify us within two (2) business days after you learn of the loss or theft of your Card and we can prove that we could have stopped someone from using your Card without your permission if you had promptly notified us, you could lose as much as \$500.

Under MasterCard International Bylaws and Rules, your liability for unauthorized MasterCard transactions on your Card Account is \$0 if you notify us promptly and you exercise reasonable care in safeguarding your Card from loss, theft, or unauthorized use. This reduced liability does not apply if a PIN is used as the method of verification for a disputed transaction or you have reported two or more incidents of unauthorized use in the immediately preceding twelve (12) month period.

Also, if you become aware of and/or your statement shows transactions that you did not make, notify us at once. If you do not notify us within sixty (60) days after you become aware of the transaction and/or after the statement was made available to you, you may not get back any value you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the value if you had notified us in time and you are grossly negligent or fraudulent in the handling of your Card. If your Card has been lost or stolen, we will close your Card Account to keep losses down.

#### 11. Other Terms

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

#### 12. Amendment and Cancellation

We may amend or change the terms and conditions of this Agreement at any time. You will be notified of any change in the manner provided by applicable law prior to the effective date of the change. However, if the change is made for security purposes, we can implement such change without prior notice.

We may cancel or suspend your Card or this Agreement at any time. You may cancel this Agreement by returning the Card to us or by calling Load-n-go toll free at 1-877-850-9652. Your termination of this Agreement will not affect any of our rights or your obligations arising under this Agreement prior to termination. 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. If we cancel or suspend the Card privileges through no fault of yours, you will be entitled to a refund of any remaining balance in a reasonable time period and in accordance with applicable law.

#### 13. Information About Your Right to Dispute Errors

In case of errors or questions about your electronic transactions, call 1-877-850-9652 or write to Load-n-go Inc. ATTN: Customer Service, 3960 Howard Hughes Parkway, Fifth Floor, Las Vegas, Nevada, 89109 if you think your statement or receipt is wrong or if you need more information about a transaction listed on the statement or receipt. You must contact us no later than sixty (60) days after we have sent you the FIRST statement on which the problem or error appeared.

1. Provide your name and Card number (if any).
2. Describe the error or the transaction you are unsure about, and explain why you believe it is an error or why you need more information.
3. Provide the dollar amount of the suspected error.

If you provide this information orally, we may require that you send your complaint or question in writing within ten (10) business days. We will determine whether an error occurred within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will credit your Card within ten (10) business days for the amount you think is in error, so that you will have the use of the money during the time it takes to complete the investigation. If we ask you to put your complaint or question in writing and you do not provide it within ten (10) business days, we may not credit your Card. For errors involving new Cards, POS transactions, or foreign-initiated transactions, we may take up to ninety (90) days to investigate your complaint or question. We will tell you the results within three (3) business days after completing the investigation. If we decide that there was no error, we will send you a written explanation. Copies of the documents used in the investigation may be obtained by contacting:

Load-n-go Inc  
ATTN: Customer Service  
3960 Howard Hughes Parkway, Fifth Floor  
Las Vegas, NV 89109  
1-877-850-9652

#### Adjustments.

Subject to applicable law, we reserve the right to make appropriate adjustments to the amount of value stored on the Card. In general, such adjustments will be made as the result of a determination by us that the amount of a Fee or transaction was charged erroneously to the Card and/or was not charged to the Card. All adjustments will be available for viewing via the Internet at [www.load-n-go.com](http://www.load-n-go.com) or you may call customer-service at 1-877-850-9652 and inquire about any adjustments made to the Card.

#### Contact Information.

You can contact us at 1-877-850-9652 or by writing to us at Load-n-go, Inc. ATTN: Customer Service, 3960 Howard Hughes Parkway, Fifth Floor, Las Vegas, Nevada, 89109. From time to time, we may monitor telephone calls between you and us to ensure the quality of our customer-service.

#### Inactive Cards.

Inactive Cards are Cards that have no balance or no monetary transactions for a period of sixty (60) consecutive days. We may, at our discretion, cancel any inactive Card.

#### Entire Agreement.

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

#### 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 the Card privileges without good cause for cancellation for any reasons we will attempt to refund to you the balance remaining on the Card minus all amounts owed in connection therewith (including all Fees described in this Agreement and the amount of any overdraft) upon expiration. A check made payable to you will be mailed to your address stated in our records.

#### Legal Costs.

If the Issuer takes legal proceedings against you because of a default in any of the terms of this Agreement, you agree to pay reasonable attorneys' fees and all other costs of the proceedings. Your responsibility for fees and costs shall in no event exceed the maximum amount allowed by law.

#### Arbitration of Disputes.

**THIS ARBITRATION CLAUSE MEANS THAT ANY DISPUTE MAY BE RESOLVED BY BINDING ARBITRATION. UNDER ARBITRATION YOU DO NOT HAVE THE RIGHT TO GO TO COURT, TO HAVE YOUR ARGUMENTS HEARD BY A JURY, OR TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING. INSTEAD, A NEUTRAL ARBITRATOR WILL HEAR YOUR DISPUTE.**

Except as expressly provided below, any controversy that arises out of or is related to (a) the Card; or (b) any service relating to the Card; or (c) any agreement or instrument relating to the 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. 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 we acknowledge and agree that the transactions completed 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") 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 Palm Desert, California.

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 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 us.

The Card does not limit the right of you or us, whether before, during or after the pendency of 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 asserted as a counterclaim or the like in response to any such action. These provisions 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 the Issuer have agreed to arbitrate disputes. You understand that this provision limits or waives certain 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 have a jury trial. You understand that there will be no class 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.**

**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, REGARDING THE 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. Limitation of Liability.**

EXCEPT AS OTHERWISE EXPRESSLY AGREED HEREIN, IN NO EVENT WILL WE, OUR AFFILIATES, SERVICE PROVIDERS, EMPLOYEES, AGENTS OR CONTRACTORS BE LIABLE TO YOU FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES OR LOSSES RESULTING FROM OR CAUSED BY YOUR USE OF, OR INABILITY TO USE, THE CARD(S) OR THIS SERVICE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ALL OF OUR LIABILITY, AND THE LIABILITY OF OUR AFFILIATES, SERVICE PROVIDERS, EMPLOYEES, AGENTS OR CONTRACTORS, INCLUDING, WITHOUT LIMITATION, ANY LIABILITY FOR DAMAGES CAUSED, OR ALLEGEDLY CAUSED, BY ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY, VIRUS, COMMUNICATION LINE FAILURE, OR THEFT DESTRUCTION OR UNAUTHORIZED ACCESS TO, ALTERATION OF OR USE OF ANY FILE, WHETHER FOR BREACH OF CONTRACT, TORT, NEGLIGENCE OR ANY OTHER CAUSE OF ACTION, SHALL BE STRICTLY LIMITED TO THE AMOUNT OF FEES WE HAVE COLLECTED FROM YOU IN THE TWELVE (12) MONTHS IMMEDIATELY PROCEEDING THE EVENT GIVING RISE TO YOUR CAUSE OF ACTION.

#### Load-n-go Privacy Policy Statement

In this privacy policy, "we", "us", and "our" mean Load-n-go. We may collect the following kinds of nonpublic personal information about our customers or former customers: (1) Information we received from you on applications or other forms; (2) Information about your transactions with us, our affiliates, or others; (3) Information we receive from a consumer reporting agency. We may disclose all of the information that we collect about our customers or former customers as described above (1) where it is necessary for completing transactions, and (2) in order to verify the existence and condition of your Card for a third party, such as a merchant, and (3) in order to comply with government agency, court order, or other legal reporting requirements.

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