

## Blxck Capital by Epay Prepaid Mastercard Cardholder Agreement

### **IMPORTANT – PLEASE READ CAREFULLY.**

1. This document constitutes the agreement (“Agreement”) outlining the terms and conditions under which the Blxck Capital by Epay Prepaid Mastercard Card has been issued to you by Community Federal Savings Bank (“CFSB”), a member of the FDIC, pursuant to a license from Mastercard International. By accepting or using this Card, you agree to these terms and conditions. The Program Manager for the Card is EPAY Card Programs, Inc. (“EPAY”), and the Customer Service telephone number is (844) 540-8255 or as displayed on the back of your Card.

In this Agreement, “Card” refers to the Blxck Capital by Epay Prepaid Mastercard Card issued by CFSB. “Card Account” refers to the records we maintain to account for the value of transactions associated with the Card. “You” and “your” mean the person or persons who have received the Card and are authorized to use it under this Agreement. “We,” “us,” and “our” mean CFSB and EPAY, as Program Manager, where EPAY provides services on behalf of CFSB. “Bank” refers to CFSB, its successors, affiliates, or assignees.

The Card remains the property of CFSB and must be surrendered upon demand. The Card is nontransferable and may be canceled, repossessed, or revoked at any time without prior notice, subject to applicable law. Please read this Agreement carefully and keep it for future reference.

To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions and their third parties to obtain, verify, and record information that identifies each person who obtains a Card. What this means for you: When you apply for a Card, we will ask for any of the following information: your name, address, date of birth, social security number or country identification number, and other information that will allow us to identify you. We also may ask to see your driver's license or other documentation bearing your photo as verification of your identity. By participating in the Card program, you warrant factual representation of the required information is accurate, including, but not limited to, your real name, valid U.S. mailing address and residential address (if different), social security number or other identification documentation, date of birth, and telephone number. If you falsify, misrepresent, or fail to provide requested information, we may cancel your Card.

The Bank's privacy policy is available at <https://www.cfsb.com/privacy> and is considered part of this Agreement.

Program Manager’s privacy policy is available at <https://blxckcapital.com/usa/> and is considered part of this Agreement.

**2. The Card.** Your Card is a prepaid card. Your Card allows you to access funds loaded or deposited to your Card Account by you or on your behalf. The funds in your Card Account will be FDIC-insured up to applicable limits in the event of CFSB’s failure once we have been able to verify your identity. You may access the funds in your Card Account by using your Card, Card Number, or by automated clearinghouse (ACH) debit using your Account Number. The Card is not a credit card. The Card is not a gift card, nor is it intended for gifting purposes. You will not receive any interest on your funds on the Card. The funds in your Card Account will not expire, regardless of the expiration date on your Card.

**3. Unclaimed Property.** If your Card becomes inactive, we may be legally obligated to report the balance of your Account as unclaimed property and forward the unclaimed funds to the state designated in accordance with Applicable Law. The specific period of time to report and send funds in an inactive Account varies by state but usually ranges between three (3) and five (5) years.

**4. FEES.** THE FEES RELATING TO THE USE (AND MISUSE) OF YOUR CARD ARE SET FORTH IN THE “SCHEDULE OF FEES AND CHARGES” ATTACHED TO THIS AGREEMENT AND INCORPORATED HEREIN BY REFERENCE. FEES INCURRED PURSUANT TO THE TERMS OF THIS AGREEMENT WILL BE WITHDRAWN FROM YOUR CARD ACCOUNT AND WILL BE ASSESSED SO

LONG AS THERE IS A REMAINING BALANCE IN YOUR CARD ACCOUNT, UNLESS PROHIBITED BY LAW. You agree to pay all fees associated with the Card. We may from time to time amend the “Schedule of Fees and Charges” at our sole discretion and as set forth in the Section of this Agreement titled “Amendment and Cancellation.” If you request a service that is not included in this “Schedule of Fees and Charges” and there is a fee for such service, such fee will be disclosed at the time you request the service and you agree that any such fee may be deducted from your Card Account.

**5. Authorized Users.** If you permit another person to have access to your Card or Card Number, you are liable for all transactions made with the Card, Card Number or Account Number, and all related fees incurred, by those persons. To cancel a card, telephone the toll-free number on the back of your Card or call (844) 540-8255 and you must follow-up not later than 10 business days with the written notification to revoke (cancel) permission for any person you previously authorized to use your Card. Until we have received your notice of such a revocation (cancellation) and have had a reasonable time to act upon the written notification of cancellation, you are responsible for all transactions and fees incurred by you or any other person you have authorized. If you tell us to revoke (cancel) another person’s use of your Card, we may revoke (cancel) your Card and issue a new Card with a different Card Number and/or Account Number. You are wholly responsible for the use of the Card according to the terms of this Agreement, subject to the section labeled “Lost or Stolen cards/Unauthorized Transfers” below, and other applicable laws.

**6. Card Account Use and Purpose.** The Card Account is a prepaid account established for you at the Bank, and holds funds loaded by you or on your behalf. The funds associated with your Card Account are held in a pooled deposit account at the Bank, and your funds in this pooled deposit account may be combined with those of other EPAY cardholders. The Card itself is a prepaid card, which allows you to access the funds loaded into your Card Account. You may use the Card to access available funds in your Card Account to make purchases of goods and services at any merchant that accepts Mastercard or PULSE debit cards, or to withdraw cash at ATMs that bear the Mastercard or PULSE acceptance marks. All transactions are subject to the transaction limits as specified in this Agreement. . The Card is not a credit card or gift card.

Card transactions are limited to the amount of available funds loaded to your Card Account, in addition to any transaction limits set forth in this Agreement.

Subject to the limitations set forth in this Agreement, you may use your Card, Card Number, or Card Account account number (“Account Number”), as applicable, to (1) add funds to your Card Account (as described in the Section below titled “Adding Funds to Your Card Account”) through the routing number and Account Number provided in the Card Carrier, or you can also call (844) 540-8255 in order to obtain that information. (2) transfer funds between Card Accounts, (3) purchase goods or services wherever your Card is honored as long as you do not exceed the value available in your Card Account and including your current POS daily spending, and (4) withdraw cash from your Card Account (as described in the Section below titled “Using Your Card to Get Cash”). There may be fees associated with some of these transactions. For fee information, see the “Schedule of Fees and Charges” attached to this Agreement. You agree not to use your Card for illegal gambling or any other illegal purpose.

We will provide you with Bank’s routing number and assign you a 12-digit Account Number once your identity has been verified. The bank routing number and your assigned Account Number are for the purpose of initiating direct deposits to your Card Account and authorized ACH debit transactions only. The 16-digit Card Number embossed or printed on your Card should not be used for these types of transactions or they will be rejected. You are not authorized to use the bank routing number and Account Number if you do not have sufficient funds in your Card Account or to make a debit transaction with a paper check, check-by-phone or other item processed as a check. These debits will be declined, and your payment will not be processed.

**7. No Overdrafts Permitted**

You are not permitted to overdraw your Card Account. If the available balance in your Card Account is insufficient to cover any payment or withdrawal you have authorized, the payment or withdrawal you have requested can be declined.

If your Card Account balance becomes negative for any reason, you must load funds immediately to cover the negative balance. Any load we receive to your Card Account will first be applied to any negative balance in your Card Account. We may also use any funds in any other account you have at Bank to offset a negative balance in your Card Account.

**8. Inactivity**

If your Card Account becomes inactive you may be charged a monthly inactivity fee as set forth in the Schedule of Fees and Charges. A Card Account is considered inactive if there has been no Card activity within the United States for rolling period of twelve (12) consecutive months.

**9. Limitations on Frequency and Dollar Amounts of Transactions.** We will determine any maximum value by aggregating the activity and value of all Card Accounts you may have with us. For security reasons, we may further limit the number or dollar amount of transactions you can make with your Card. The following grid is provided in order to highlight the frequency and limitations of cardholder transactions in a single day or additional time frame if warranted, along with the maximum balance allowed on the Card Account at any point in time:

Transaction/Load Type	Maximum Frequency & Amount per day
Maximum Balance on the Card Account at any time	\$25,000 (includes all cash and direct deposit loads)
Withdrawals	5 per day
Cash Withdrawal (ATM)	\$500 maximum per day
Cash Withdrawal (In-Network Teller)	N/A
POS Purchases (PIN & Signature)	25 per day, up to a maximum of \$2,500 per day
Maximum Cash back with POS Purchases	Up to a maximum of \$500 per day
Direct Deposits & ACH Deposits	A maximum of \$10,000 per deposit
Loads (Direct Deposits)	
Includes any combination of the below load types	5 per day, up to a maximum of \$10,000 per day
Loads (Cash)	4 per day, up to a maximum of \$1,000 per day
Card-to-Card	5 per day, a \$300 maximum per transfer, maximum of \$300 per day
Card-to-Bank ACH, or Bank to Card	5 per day, a \$2,500 maximum per transfer, maximum of \$2,500 per day

**The limitations specified in this section apply solely to transaction and usage restrictions on the Card and are entirely independent of any fees or charges associated with the Card, which are exclusively detailed in the Schedule of Fees and Charges.**

**10. Personal Identification Number (“PIN”).** You will not receive a PIN with your Card Account. However, you can set a PIN through the IVR (Interactive Voice Response automated telephone system), Customer Website or by calling Customer Service at (844) 540-8255. Only one (1) PIN will be issued for each Card Account. You will need a PIN to obtain cash at an ATM or to make a PIN purchase or obtain cash back at a point-of-sale (“POS”) terminal. 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 Section below titled “Your Liability for Unauthorized Transfers.”

**11. Adding Funds to Your Card Account.** You may direct deposit funds to your Card Account by providing Bank’s routing number and your assigned Account Number to your employer or other direct deposit payor (as described in the Section above titled “Card Account Use and Purpose”). You cannot load your Card Account by check or money order. You can also, deposit funds to your Card Account through the Greendot Network or any other network made available to your Blxck Capital by Epay Prepaid Mastercard Card.

If you are a party to an Automated Clearing House (“ACH”) entry, you agree to be bound by the rules and regulations of the National Automated Clearing House Association (“NACHA”) Operating Rules, the Rules of any local ACH, and the Rules of any other system through which the entry is made.

**Provisional Payment.** Credit we give you with respect to an ACH credit entry is provisional until we receive final settlement for that entry through a Federal Reserve Bank. If we do not receive final settlement, you agree that we are entitled to a refund of the amount credited to you in connection with the entry, and the party making the payment to you via such entry (i.e., the originator of the entry) shall not be deemed to have paid you in the amount of such entry.

**Notice of Receipt.** Under the operating rules NACHA, which are applicable to ACH transactions involving your account, we are not required to give next day notice to you of receipt of ACH item and we will not do so. However, we will continue to notify you of the receipt of payments in the periodic statements we provide you.

**12. Using Your Card to Get Cash.** With a PIN, you may use your Card to (i) obtain cash or check your balance at any Automated Teller Machine (“ATM”) that bears the Mastercard or PULSE acceptance marks, or (ii) obtain cash at merchants or banks that have agreed to provide cash back at POS terminals bearing the Mastercard/brand. All ATM transactions are treated as cash withdrawal transactions. The maximum amount of cash you may withdraw at an ATM on a daily basis is \$500, with a \$500 limit per withdrawal, as described in the Section above titled “Limitations on Frequency and Dollar Amounts of Transactions.” We may limit the amount of any individual ATM withdrawal, and merchants, banks and ATM operators may impose additional withdrawal limits. When you use the Moneypass® ATM network (“in-network ATM”), you will not be charged a fee for a cash withdrawal or balance inquiry, whether or not you complete a cash withdrawal. When you use an ATM that is not in the Moneypass® ATM network (“out-of-network ATM”), in addition to any potential fees by us as set forth in the Schedule of Fees and Charges, the ATM operator may charge you a fee, including for a balance inquiry even if you do not complete a withdrawal.

**13. Split Transactions.** If you do not have enough value loaded on your Card, you can instruct the merchant to charge a part of the purchase to the Card and pay the remaining amount with cash or another card. These are called “split transactions.” Some merchants do not allow cardholders to conduct split transactions. Some merchants will only allow you to do a split transaction if you pay the remaining amount in cash. If you fail to inform the merchant that you would like to complete a split transaction before swiping your Card, your Card is likely to be declined.

**14. Transactions Using Your Card Number.** If you initiate a transaction without presenting your Card (such as for a mail order, internet or telephone purchase, or an ACH debit purchase), the legal effect will be the same as if you used the Card itself.

**15. Your Obligation for Negative Balance Transactions.** Each time you initiate a Card transaction, you authorize us to reduce the funds available in your Card Account by the amount of the transaction and all associated fees. You are not allowed to exceed the available amount in your Card Account through an individual transaction or a series of transactions (creating a “negative balance”). Nevertheless, if any transactions cause the balance in your Card Account to go negative, including any purchase transactions where the retailer or merchant does not request authorization, you shall remain fully liable to us for the amount of any negative balance and any corresponding transaction fees. You may also be liable for any related Insufficient Funds/NSF Fee(s) as set forth in the accompanying “Schedule of Fees and Charges.” We reserve the right to bill you for any negative balance or to recoup such negative balance from any other Card we have issued to you. You agree to pay us promptly for the negative balance and any related fees. We also reserve the right to cancel your Card if you create one or more negative balances with your Card.

**16. Authorization Holds.** You do not have the right to stop payment on any purchase transaction originated by use of your Card, other than a Recurring Transaction as described in the Section below titled “Recurring Transactions.” When you use your Card to pay for goods or services, certain merchants may ask us to authorize the transaction in advance and the merchant may estimate its final value. When you use your Card to obtain cash at an ATM, we will authorize the transaction in advance (including all applicable fees). When we authorize a purchase transaction, we commit to make the requested funds available when the transaction finally settles and will place a temporary hold on your Card’s funds for the amount indicated by the merchant. 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. Car rentals, hotels and other service-oriented merchants may choose to factor in additional amounts upon check-in, and it may take up to sixty (60) days after your stay or your rental to have any excess amounts held by the hotel or rental company added back to your available balance. Similarly, some gas stations may factor in additional amounts to cover potential filling of the tank; if you want to avoid such a hold, you may want to pay inside the gas station, instead of paying at the pump. Until the transaction finally settles, the funds subject to the hold will not be available to you for other purposes. We will only charge your Card for the correct amount of the final transaction, and we will release any excess amount when the transaction finally settles.

When you use your Card at certain restaurants and service-oriented merchants, there may be an additional 20% (or more) added to the authorization to cover any tip you may leave on the purchase. If this occurs, and your total bill, after adding in the additional 20% (or more), exceeds the amount available on your Card, your transactions may be declined. Accordingly, you should ensure that your Card has an available balance that is 20% (or more) greater than your total bill before using your Card.

**17. Recurring Transactions.** If you intend to use your Card for recurring transactions, you should monitor your balance and ensure you have funds available in your Card Account to cover the transactions. “Recurring transactions” are transactions that are authorized in advance by you to be charged to your Card at substantially regular intervals. We are not responsible if a recurring transaction is declined because you have not maintained a sufficient balance in your Card Account to cover the recurring transaction. If these recurring transactions may vary in amount, the person you are going to pay should 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.) If you have told us in advance to make regular payments (i.e., recurring transactions) from your Card Account, you can stop the payment by notifying us orally at (844) 540-8255. If you call, we also may require you to put your request in writing and get it to us within 14 days after you call. If you order us to stop one of these payments three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your direct losses or damages. If you have authorized a merchant to make the recurring transaction, you also should contact the applicable merchant in order to stop the recurring transaction.

**18. Preauthorized Credits.** If you have arranged to have direct deposits made to your Card Account at least

once every sixty (60) days from the same person or company and you do not receive a receipt/statement (paystub), you can call us at (844) 540-8255 to find out whether or not the deposit was made.

**19. Returns and Refunds.** If you are entitled to a refund for any reason for goods or services obtained with your Card, you agree to accept credits to your Card Account for such refunds. You are not entitled to a check refund unless your Card has been closed. The amounts credited to your Card for refunds may not be available for up to five (5) days from the date the refund transaction occurs.

**20. Card Cancellation and Suspension; Limits.** We reserve the right, in our sole discretion, to limit your use of the Card, including limiting or prohibiting specific types of transactions. We may refuse to issue a Card, revoke Card privileges or cancel your Card with or without cause or notice, other than as required by applicable law. If you would like to cancel the use of your Card, you may do so by calling (844) 540-8255 the number on the back of your Card. You agree not to use or allow others to use an expired, revoked, canceled, suspended or otherwise invalid Card. Our cancellation 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 as provided below in the Section titled "Amendment and Cancellation." Not all services described in this Agreement are available to all persons or at all locations. We reserve the right to limit, at our sole discretion, the provision of any such services to any person or in any location. Any offer of a service in this Agreement shall be deemed void where prohibited. We can waive or delay enforcement of any of our rights under this Agreement without losing them.

**21. International Transaction Fee.** If you initiate a transaction in a currency or country other than the currency or country 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 using a rate selected by Mastercard International. From the range of rates available in wholesale currency markets for the applicable central processing date which may vary from the rate Mastercard International itself receives, or the government mandated rate in effect for the applicable central processing date, in each instance, plus or minus any adjustment determined by us. If you obtain your funds in a currency or country other than the currency or country in which the Card was issued, we may increase the currency conversion rate (described in the immediately preceding section) up to an additional 3% of the transaction amount and will retain this amount as compensation for our services. This charge is independent of and in addition to the currency conversion rate established by Mastercard International.

**22. Receipts.** You should get or request a receipt at the time you make a transaction or obtain cash using your Card. You agree to retain your receipts to verify your transactions. You can get a receipt at the time you make any transfer from your Card Account using one of our ATM terminals.

**23. Obtaining Balance and Transaction Information for Your Card; Periodic Statements Alternative.** You should keep track of the amount of funds available in your Card Account. You may obtain information about the amount of funds you have remaining in your Card Account by calling the number on the back of your Card. This information, along with a 12-month history of account transactions. You also have the right to obtain a 24-month written history of account transactions by calling the number on the back of your Card, or (844) 540-8255, or writing us at 30643 Farm to Market Rd 2978, Building C, Magnolia, Texas 77354

**24. Confidentiality.** The Bank may disclose information to third parties about your Card or the transactions you make using your Card: (1) where it is necessary for completing transactions; (2) in order to verify the existence and condition of your Card for a third party, such as a merchant; (3) in order to comply with government agency, court order, or other legal reporting requirements; (4) if you give the Bank your written permission; (5) to our and the Bank's employees, auditors, affiliates, service providers, or attorneys as needed; and (6) as otherwise provided in the Bank's Privacy Policy Notice.

**25. Our Liability for Failure to Complete Transactions.** In no event will we or the Bank be liable for consequential damages (including lost profits), extraordinary damages, special or punitive damages. We will not

be liable, for instance: (1) if, through no fault of ours or of the Bank, you do not have enough funds available in your Card Account to complete the transaction; (2) if a merchant refuses to accept your Card or provide cash back; (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 or Access Code 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 or the Bank have reason to believe the requested transaction is unauthorized; (8) if circumstances beyond our or the Bank's control (such as fire, flood or computer or communication failure) prevent the completion of the transaction, despite reasonable precautions that we or the Bank have taken; or (9) for any other exception stated in our Agreement with you.

**26. In Case of Errors or Questions about your Card Account.** Call Customer Service at (844) 540-8255 of your Card or writing to us by email [CardSupport@blxckcapital.com](mailto:CardSupport@blxckcapital.com) or write to the Program Manager at 30643 Farm to Market Rd 2978, Building C, Magnolia, Texas 77354, as soon as you can, if you think an error has occurred in your Card Account. We must allow you to report an error until sixty (60) days after the earlier of the date you electronically access your Card Account, if the error could be viewed in your electronic history, or the date we sent the FIRST written history on which the error appeared. You may request a written history of your transactions at any time by calling us at the number on the back of your Card, or (844) 540-8255 or writing to us by email at [CardSupport@blxckcapital.com](mailto:CardSupport@blxckcapital.com) or write to the Program Manager, 30643 Farm to Market Rd 2978, Building C, Magnolia, Texas 77354 or calling Customer Service at (844) 540-8255. You will need to tell us: (1) your name and Card or Account number; (2) why you believe there is an error, and the dollar amount involved, and (3) approximately when the error took place. If you tell us orally, we will 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 (five (5) business days\* for Mastercard Point-of Sale Signature unauthorized debit transactions) 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 provisionally credit your Card within ten (10) business days (five (5) business days\* for Mastercard Point-of Sale Signature unauthorized debit transactions) 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 (five (5) business days\* for Mastercard Point-of Sale Signature unauthorized debit transactions), we may not credit your Card Account. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error. 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 and debit your Card Account for the amount of the provisional credit. You may ask for copies of the documents that we used in our investigation. If you need more information about our error-resolution procedures, call us at the number on the back of your Card.

\* On an exception basis as determined by the dispute resolution team, Mastercard allows the five (5) business days provisional credit to be extended to 10 business days if additional investigation is warranted.

**27. Lost or Stolen Cards/Unauthorized Transfers.** If you believe your Card or Access Code ("PIN") has been lost or stolen, call (844) 540-8255, the number on the back of your Card, or write to us by email at [CardSupport@blxckcapital.com](mailto:CardSupport@blxckcapital.com) or write to the Program Manager at 30643 Farm to Market Rd 2978, Building C, Magnolia, Texas 77354. You should also call the number on the back of your card, (844) 540-8255 or write to the address shown here if you believe an electronic transfer has been made using the information from your Card or Access Code ("PIN") without your permission.

**28. Your Liability for Unauthorized Transfers.** You agree to exercise reasonable control over your PIN ("Access Code"); user ID; and password and any other access code related to your Card Account (each, an "Access Code") and your Card. Tell us AT ONCE if you believe your Card or Access Code has been lost or stolen. Also, if your transaction history shows transfers that you did not make, including those made with your

Card, Card Number or Account Number, or you believe an electronic transfer has been made without your permission, tell us at once. Telephoning the toll-free number on the back of your Card or calling (844) 540-8255 is the best way of keeping your possible losses down. You could lose all of the money in your Card Account. If you tell us within two (2) business days after you learn of the loss or theft of your Card, you can lose no more than \$50.00 if someone used your Card without your permission. If you do NOT tell 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 told us, you could lose as much as \$500.00. If you do not tell us within sixty (60) days after the earlier of the date you electronically access your Card Account or the date we sent the FIRST written history on which the error appeared, you may not get back any money you lost after the sixty (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, documented, reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

**The following provisions of this Section apply to all Card Accounts:** You will not be liable for unauthorized use that occurs after you notify us of the loss, theft or unauthorized use of your Card or Access Code. You also agree to cooperate completely with us in attempts to recover funds from unauthorized users and to assist in their prosecution. We may issue replacement Card or Access Code (PIN), but only after you have provided such proof and security or indemnification as we may require. In addition, you acknowledge that we may have to deactivate your Card and/or Card Account to prevent future losses. If you share your Card or Access Code (PIN) with another person, use of your Card Account by that person may be considered as authorized. If you authorize another person to use your Card or Access Code (PIN), you agree that you will be liable for all transactions arising from use of the Card or Access Code (PIN) by such person except as otherwise set forth in this Agreement. In all cases, our liability for an unauthorized transaction is limited to reimbursing you for the face amount of the unauthorized transaction and any corresponding fees, except as otherwise required by applicable law. A transaction is unauthorized if it is not initiated by you, you did not give permission to make the transaction and you do not benefit from the transaction in any way.

**29. 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 clearinghouse or other association involved in transactions. We do not waive our rights by delaying or failing to exercise them at any time. If any provision of this Agreement is determined to be invalid or unenforceable under any rule, law, or regulation of any governmental agency, whether local, state, or federal, the validity or enforceability of any other provision of this Agreement shall not be affected. This Agreement shall be governed by the law of the State of New York except to the extent preempted or governed by federal law.

**30. Amendment and Cancellation.** We or the Bank 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 before the effective date of the change. However, if the change is made for security purposes, we or the Bank can implement such change without prior notice. We or the Bank may cancel or suspend your Card or this Agreement at any time. You also may cancel this Agreement by returning the Card to us or by calling (844) 540-8255 or customer service at the number on the back of your Card. If you cancel your Card, you may zero out your Card Account balance before closing your Card Account or request that we send you a check in the amount of your Card Account balance when you close your Card Account, which we will do for a fee as set forth in the Schedule of Fees and Charges attached to this Agreement. If your Card is canceled by us when your Card Account has a balance, we will send you a check in the amount of your Card Account balance for no charge. In all events, any check we send will be sent to the address we have for you in our records. Your termination of this Agreement will not affect any of our rights or your obligations arising under this Agreement before termination.

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

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



**33. Arbitration Provision.** This Arbitration Provision sets forth the circumstances and procedures under which claims (as defined below) shall be arbitrated instead of litigated in court upon the election of either party.

(a) **Definitions:** As used in this Arbitration Provision, the term “Claim” means any claim, dispute or controversy between you and us, or between you and the Program Manager for the **Blxck Capital by Epay Prepaid Mastercard Card** or any of its agents or retailers, arising from or relating to the Card or this Agreement as well as any related or prior agreement that you may have had with us or the relationships resulting from this Agreement, including the validity, enforceability or scope of this Arbitration Provision or the Agreement. “Claim” includes claims of every kind and nature, including but not limited to initial claims, counterclaims, cross-claims and third-party claims and claims based upon contract, tort, fraud and other intentional torts, statutes, regulations, common law and equity. The term “Claim” is to be given the broadest possible meaning that will be enforced and includes, by way of example and without limitation, any claim, dispute or controversy that arises from or relates to (i) your Card, or the Cards of any additional cardholders designated by you; (ii) the amount of available funds on the Cards; (iii) advertisements, promotions or oral or written statements related to the Cards, goods or services purchased with the Cards; (iv) the benefits and services related to the Cards; and (v) your enrollment for any Card. We shall not elect to use arbitration under the Arbitration Provision for any Claim that you properly file and pursue in a small claims court of your state or municipality so long as the Claim is individual and pending only in that court; any appeals from that court shall be pursued only in arbitration. As used in this Arbitration Provision, the terms “we” and “us” shall for all purposes mean the Program Manager, wholly or majority owned subsidiaries, affiliates, licensees, predecessors, successors, and assigns; and all of their agents, employees, directors and representatives. In addition, “we” or “us” shall include any third party using or providing any product, service or benefit in connection with any Cards (including, but not limited to merchants who accept the Card, third parties who use or provide services, debt collectors and all of their agents, employees, directors and representatives) if, and only if, such third party is named as a co-party with us (or files a Claim with or against us) in connection with a Claim asserted by you. As solely used in this Arbitration Provision, the terms “you” or “yours” shall mean all persons or entities approved by us to have and/or use a Card, including but not limited to all persons or entities contractually obligated under any of the Agreements and all additional cardholders.

(b) **Initiation of Arbitration Proceeding/Selection of Administrator:** Any Claim shall be resolved, upon the election by you or us, by arbitration pursuant to this Arbitration Provision and the code of procedures of the national arbitration organization to which the Claim is referred in effect at the time the Claim is filed. Claims shall be referred to either Judicial Arbitration and Mediation Services (“JAMS”) or the American Arbitration Association (“AAA”), as selected by the party electing to use arbitration. If a selection by us of one of these organizations is unacceptable to you, you shall have the right within thirty (30) days after you receive notice of our election to select the other organization listed to serve as arbitrator administrator. For a copy of the procedures, to file a Claim or for other information about these organizations, contact them as follows: (i) JAMS at 1920 Main Street, Suite 300, Los Angeles, CA 92614; website at [www.jamsadr.com](http://www.jamsadr.com); and (ii) AAA at 335 Madison Avenue, New York, NY 10017; website at [www.adr.org](http://www.adr.org).

(c) **Significance of Arbitration:** IF ARBITRATION IS CHOSEN BY ANY PARTY WITH RESPECT TO A CLAIM, NEITHER YOU NOR WE WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM IN COURT OR HAVE A JURY TRIAL ON THAT CLAIM, OR TO ENGAGE IN DISCOVERY EXCEPT AS PROVIDED FOR IN THE CODE OF PROCEDURES OF JAMS OR AAA, AS APPLICABLE (THE “CODE”). FURTHER, YOU WILL NOT HAVE THE RIGHT TO PARTICIPATE IN A REPRESENTATIVE CAPACITY OR AS A MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION. THE ARBITRATOR SHALL NOT CONDUCT A CLASS ARBITRATION OR A JOINT ARBITRATION EXCEPT AS SET FORTH BELOW. THE ARBITRATOR’S DECISION WILL BE FINAL AND BINDING. NOTE THAT OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT ALSO MAY NOT BE AVAILABLE IN ARBITRATION.

(d) **Restrictions on Arbitration:** If either party elects to resolve a Claim by arbitration, that Claim shall be arbitrated on an individual basis. There shall be no right or authority for any Claims to be arbitrated on a class action basis or on bases involving Claims brought in a purported representative capacity on behalf of the general

public, other Cardholders or other persons similarly situated. The arbitrator's authority to resolve Claims is limited to Claims between you and us alone, and the arbitrator's authority to make awards is limited to you and us alone. Furthermore, Claims brought by you against us or by us against you may not be joined or consolidated in arbitration with Claims brought by or against someone other than you, unless otherwise agreed to in writing by all parties.

(e) **Location of Arbitration/Payment of Fees:** Any arbitration hearing that you attend shall take place in the federal judicial district of your residence. At your written request, we will consider in good faith making a temporary advance of all or part of the filing administrative and/or hearing fees for any Claim you initiate as to which you or we seek arbitration. At the conclusion of the arbitration (or any appeal thereof), the arbitrator (or panel) will decide who will ultimately be responsible for paying the filing, administrative and/or hearing fees in connection with the arbitration (or appeal). If and to the extent you incur filing, administrative and/or hearing fees in arbitration, including for any appeal, exceeding the amount they would have been if the Claim had been brought in the state or federal court which is closest to your billing address and would have had jurisdiction over the Claim, we will reimburse you to that extent unless the arbitrator (or panel) determines that the fees were incurred without any substantial justification.

(f) **Arbitration Procedures:** This Arbitration Provision is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C. Sections 1-16, as it may be amended (the "FAA"). The arbitration shall be governed by the applicable Code except that (to the extent enforceable under the FAA) this arbitration Provision shall control if it is inconsistent with the applicable Code. The arbitrator shall apply applicable substantive law consistent with the FAA and applicable statutes of limitations and shall honor claims of privilege recognized at law and, at the timely request of either party, shall provide a brief written explanation of the basis for the decision. In conducting the arbitration proceeding, the arbitrator shall not apply the Federal or any state rules of civil procedure or rules of evidence. Either party may submit a request to the arbitrator to expand the scope of discovery allowable under the applicable Code. The party submitting such a request must provide a copy to the other party, who may submit objections to the arbitrator with a copy of the objections provided to the request party, within fifteen (15) days of receiving the requesting party's notice. The granting or denial of such request will be in the sole discretion of the arbitrator who shall notify the parties of his/her decision within twenty (20) days of the objecting party's submission. The arbitrator shall take reasonable steps to preserve the privacy of individuals, and of business matters. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The arbitrator's decision will be final and binding, except for any right of appeal provided by the FAA. However, any party can appeal that award to a three-arbitrator panel administered by the same arbitration organization, which shall consider anew any aspect of the initial award objected to by the appealing party. The appealing party shall have thirty (30) days from the date of entry of the written arbitration award to notify the arbitration organization that it is exercising the right of appeal. The appeal shall be filed with the arbitration organization in the form of a dated writing. The arbitration organization will then notify the other party that the award has been appealed. The arbitration organization will appoint a three-arbitrator panel which will conduct arbitration pursuant to its Code and issue its decision within one hundred twenty (120) days of the date of the appellant's written notice. The decision of the panel shall be by majority vote and shall be final and binding.

(g) **Continuation:** This Arbitration Provision shall survive termination of your Card as well as voluntary payment of the debt in full by you, any legal proceeding by us to collect a debt owed by you, and any bankruptcy by you or us. If any portion of this Arbitration Provision is deemed invalid or unenforceable under any principle or provision of law or equity, consistent with the FAA, it shall not invalidate the remaining portions of this Arbitration Provision, the Agreement or any prior agreement you may have had with us, each of which shall be enforceable regardless of such invalidity.

**34. Prefunded Check Transactions ("Check Terms").** We do not provide the service to use prefunded checks to access the funds in your Card Account ("Checks"). The service of prefunded checks transactions is **not** provided under this program.

**35. Delivery of Electronic Communications.** The following E-Communication Disclosure ("Disclosure")

applies to any and all communications or disclosures that we are legally required to provide to you in writing in connection with your Card Account and any related products and services (“Communications”), to the extent you have consented to receiving such Communications electronically and failure to consent will result in a declined application for a Epay Prepaid Mastercard Card, except as provided below.

**Scope of Communications to Be Provided in Electronic Form.** When you use a product or service to which this Disclosure applies, you agree that we may provide you with any Communications in electronic format, unless and until you withdraw your consent as described below. Your consent to receive electronic Communications includes, but is not limited to:

- All legal and regulatory disclosures and communications associated with your Card Account and any related products or services
- Your Cardholder Agreement and any notices about a change in terms of your Cardholder Agreement
- Privacy policies and notices
- Error resolution policies and notices
- Responses to claims filed in connection with your Card Account
- Notices regarding insufficient funds or negative balances

**Method of Providing Communications to You in Electronic Form.** All Communications that we provide to you in electronic form will be provided either (1) by access to our mobile app and that we will designate in an e-mail notice we send to you at the time the information is available, or (2) by posting such Communications on our mobile app.

**How to Withdraw Consent.** You may withdraw your consent to receive Communications in electronic form at any time by contacting us at (844) 540-8255 or visiting the mobile application or write to Epay at 30643 Farm to Market Rd 2978, Building C, Magnolia, Texas 77354. If you do withdraw your consent, we will send subsequent communications to you in writing to the most current address we have for you in our records. We will not impose any fee to process the withdrawal of your consent to receive electronic Communications. Any withdrawal of your consent to receive electronic Communications will be effective only after we have a reasonable period of time to process your request for withdrawal. In the meantime, you will continue to receive Communications in electronic form. If you withdraw your consent, the legal validity and enforceability of prior Communications delivered in electronic form will not be affected.

**How to Update Your Records.** It is your responsibility to provide us with a true, accurate and complete e-mail address (if you have elected to receive e-mail messages from us), your contact information, and other information related to this Disclosure and your Card Account, and to maintain and update promptly any changes in this information. You can update information (such as your e-mail address) through our mobile app. or by contacting us at 1-(844) 540-8255.

**Requesting Paper Copies.** We will not send you a paper copy of any Communication, unless you request it, or we otherwise deem it appropriate to do so. You can obtain a paper copy of an electronic Communication by printing it yourself or by requesting that we mail you a paper copy, provided that such request is made within a reasonable time after we first provided the electronic Communication to you. To request a paper copy, contact us by calling (844) 540-8255 or writing to us at 30643 Farm to Market Rd 2978, Building C, Magnolia, Texas 77354.

**Termination/Changes.** We reserve the right, in our sole discretion, to discontinue the provision of your electronic Communications, or to terminate or change the terms and conditions on which we provide electronic Communications. We will provide you with notice of any such termination or change as required by law.

## Schedule of Fees and Charges

List of all fees for Epay Prepaid Mastercard Card		
All Fees	Amount	Details
Get Started		
Card Purchase	\$4.95	
Fast Shipment of Card	\$20.00	Requested by email <a href="mailto:CardSupport@blxckcapital.com">CardSupport@blxckcapital.com</a>
Monthly Usage		
Monthly Fee	\$2.95	This fee will stop when the Monthly Inactivity Fee is activated.
Monthly Inactivity Fee	\$9.99	After 12 consecutive months of inactivity (rolling months)
Spend Money/Get Cash		
ATM Balance Inquiry (Domestic, in-network)	\$0.00	There is no fee when you make a balance inquiry at a Moneypass® ATM.
ATM Balance Inquiry (Domestic, out-of-network)	\$0.50	This is our fee. You may also be charged a fee by the ATM operator.
ATM Balance Inquiry (International)	\$1.00	This is our fee. You may also be charged a fee by the ATM operator.
ATM Withdrawal (Domestic, out-of-network)	\$1.00	This is our fee when you use any ATM other than a Money Pass operated ATM The ATM operator may also charge you a fee
ATM Withdrawal at a Moneypass® ATM (Domestic, in-network)	\$0.00	There is no fee when you withdraw funds at any Moneypass® ATM.
ATM Withdrawal (International)	\$2.00	This is our fee. You may also be charged a fee by the ATM operator.
ATM Withdrawal Decline (Domestic)	\$0.00	This is our fee. You may be charged a fee by the ATM operator.
ATM Withdrawal Decline (International)	\$1.00	This is our fee. You may also be charged a fee by the ATM operator.
POS Purchase (PIN/Signature) (Domestic)	\$0.00	There is no fee for making a POS purchase within the US.
POS Purchase (PIN/Signature) (International)	3% of purchase amount	This is our fee. The 3% is of the US dollar amount of each transaction. Third party fees and rates may apply.
POS Purchase Decline (PIN/Signature) (International)	\$1.00	This is our fee.
Transfer Card to Card	\$0.50	This is our fee.
Card to Bank Transfer Domestic	\$1.00	This is our fee.
Others		
Replacement Card (Stolen/Lost)	\$5.00	First Time
Replacement Card (Stolen/Lost)	\$10.00	Second Time and Subsequent
Replacement Card Malfunction	\$0.00	First Time
Replacement Card Malfunction	\$10.00	Second Time and Subsequent
Account Closure with Check	\$10.00	This is our fee.
Your funds are eligible for FDIC insurance through Community Federal Savings Bank, an FDIC-insured institution.		

Once there, your funds are insured up to \$250,000 by the FDIC in the event Community Federal Savings Bank fails, if specific deposit insurance requirements are met. See [fdic.gov/deposit/deposits/prepaid.html](https://www.fdic.gov/deposit/deposits/prepaid.html) for details.

No overdraft/credit feature.

Contact Blxck Capital by Epay by calling (844) 540-8255, by mail at 30643 Farm to Market Rd 2978, Building C, Magnolia, TX 77354, or email: [CardSupport@blxckcapital.com](mailto:CardSupport@blxckcapital.com)

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