

**Cardholder Agreement - IMPORTANT – PLEASE READ CAREFULLY**  
(Prestige 1C - 8/25/2016)

Terms and conditions for Numi Prestige® Prepaid MasterCard®. This document constitutes the agreement ("Agreement") outlining the terms and conditions under which the Card has been issued to you. If you do not wish to accept and use this Card, within two [2] days after the date that you received the Card, you may go to [www.numiprestige.com](http://www.numiprestige.com) to request that a check be mailed to you at no cost for the amount loaded on this Card. By accepting and using this Card, you agree to be bound by the terms and conditions contained in this Agreement, including (but not limited to) the ARBITRATION AND JURY TRIAL WAIVER provision (see Section 24 below). You may use your Card in the following ways without incurring a fee: [Retail Purchase (SIGNATURE) and Card-to-Bank Funds Transfer]. This Card will remain the property of First Century Bank, N.A. and must be surrendered upon demand. This Card is nontransferable, and it 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. THE NUMI PRESTIGE® PREPAID MASTERCARD IS SUBJECT TO CERTAIN FEES. SEE "FEES AND CHARGES" SECTION FOR MORE DETAILS. UNLESS YOU EXERCISE YOUR RIGHT TO OPT OUT IN THE MANNER DESCRIBED IN SECTION 24, YOU AGREE THAT ANY DISPUTE WILL BE RESOLVED BY BINDING ARBITRATION. ARBITRATION REPLACES THE RIGHT TO GO TO COURT, INCLUDING THE RIGHT TO HAVE A JURY TRIAL, TO ENGAGE IN DISCOVERY (EXCEPT AS MAY BE PROVIDED FOR IN THE ARBITRATION RULES), AND TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS OF CLAIMANTS OR IN ANY CONSOLIDATED ARBITRATION PROCEEDING OR AS A PRIVATE ATTORNEY GENERAL. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT MAY ALSO BE UNAVAILABLE IN ARBITRATION. SEE SECTION 24 FOR MORE DETAILS.

**1. Definitions** - "Card" means the Numi Prestige® Prepaid MasterCard® issued to you by First Century Bank, N.A. "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. "We," "us," and "our" mean First Century Bank, N.A., our successors, affiliates or assignees. For purposes of these disclosures, our "business days" are Monday through Friday. Legal holidays are not included. "Card Account" means the records we maintain to account for the value associated with the Card. You agree to sign the back of the card immediately upon receipt. We may refuse to process any transaction that we believe may violate the terms of this Agreement. The Card is a prepaid card that has been provided pursuant to a Prestige Inmate Release card program. The Card allows you to access funds on the Card. The Card does not constitute a checking, savings or other bank account and is not connected in any way to any other account you may have. The Card is not a credit card. You will not receive any interest on the funds on the Card. Card funds are FDIC insured on a pass-through basis. You agree to sign the back of the Card immediately upon receipt. We may refuse to process any transaction that we believe may violate the terms of this Agreement.

**2. Fees and Charges** - When using the Card you will be charged the fees listed in the Fee Schedule below (the "Fee Schedule").

<b>NO FEE SERVICES</b>	Card-to-Bank Funds Transfer POS Purchase (Signature) POS Purchase (PIN) Cash Back at a Merchant (PIN) Online Balance Inquiry Via <a href="http://www.numiprestige.com">www.numiprestige.com</a> Online Self-Service Via <a href="http://www.numiprestige.com">www.numiprestige.com</a> Bank Over the Counter Withdrawal	No Fee No Fee <sup>9</sup> No Fee <sup>9</sup> No Fee <sup>9,1</sup> No Fee No Fee No Fee No Fee
<b>MAINTENANCE FEES</b>	Weekly Account Maintenance	\$2.50 per week <sup>2</sup>
<b>ATM FEES</b>	ATM Withdrawal ATM-Balance Inquiry Declined ATM Transaction ATM Withdrawal-International ATM-Balance Inquiry International	\$2.95 <sup>3</sup> \$1.50 <sup>3</sup> \$1.95 <sup>3</sup> \$4.95 <sup>3</sup> \$1.50 <sup>3</sup>
<b>OTHER FEES</b>	Automated (VRU) Balance Inquiry Call Fee Live Customer Service Call Fee Paper Statements Fee Card Balance Refund Fee -- Paper Check Denial of Transaction (PIN or Signature) Foreign Transaction Fee	\$0.50 <sup>4</sup> \$3.95 <sup>5</sup> \$3.00 <sup>6</sup> \$9.95 <sup>7</sup> \$0.95 3.00% of transaction

<sup>1</sup> Some merchants may not participate or will have limits on the amount of cash back available.

<sup>2</sup> First weekly charge occurs 2 days after activation. Your card was activated at the time it was given to you.

<sup>3</sup> ATM operators may assess an additional surcharge fee for each transaction.

<sup>4</sup> Fee waived for first three VRU balance inquiry calls each calendar month.

<sup>5</sup> Fee waived for first three live customer service calls each calendar month.

<sup>6</sup> Per request; view and print your account transaction history online at no charge.

<sup>7</sup> Charged when the cardholder requests account closure.

<sup>8</sup> Some ATMs may have limits on the amount of cash withdrawal.

<sup>9</sup> No fee on Retail Purchase (PIN or Signature).

<b>Limitations</b>	Daily Amount
Maximum Card Balance	\$9,500
Card-to-Bank Transfers	Current Card Balance
ATM Withdrawals	Current Card Balance <sup>8</sup>
POS and Card Not Present Purchases	Current Card Balance

You agree that we may deduct from your Card, without notice, all fees listed in the Fee Schedule. We reserve the right to collect fees at a later date, without notice, for fees not deducted because of insufficient funds. Other fees may be imposed by owners or operators of ATMs and of POS equipment and they may impose an additional fee for a balance inquiry at an ATM even if you do not complete a transaction. In the event of technical difficulty, there may be delays before the amounts of your transactions are posted to your Card. We reserve the right to revise the Fee Schedule and will provide notice of changes to the extent required by applicable law. Please see [www.numiprestige.com](http://www.numiprestige.com), write Numi Financial, PO Box 235889 Encinitas, CA 92023-5889, or call customer service at 1-800-284-1990 for additional information regarding fees.

**3. Information Needed to Obtain Your Card** - The USA PATRIOT ACT is a federal law that requires all financial institutions to obtain, verify, and record information that identifies each person who opens a Card Account has provided us with sufficient documentation for identification verification purposes under applicable laws and regulations. To continue ongoing compliance and validation, we may request additional identity verification documentation from you from time to time for our regulatory compliance purposes and also may ask to see your driver's license, government-issued photo ID or other identifying documents on a going forward basis in connection with your Card. If we are unable to verify your identity and such verification is required under applicable law, we may, at our option, (i) permit you to use your Card until the balance in your Card Account reaches zero, (ii) issue you a refund of the balance in your Card Account, or (iii) require further investigation.

**4. Card Loads by Correctional Facility** - The Card is a prepaid card where funds can only be loaded one time by the Correctional Facility providing you with your Card. We have no obligation to you in the event that there is a delay or failure in providing funds to your Card. We may deduct, or designate a third party to cause a deduction, from the funds stored on the Card in order to correct a previous error or overpayment to you. You hereby authorize such deductions. If you have a dispute with the Correctional Facility about the amount that the Correctional Facility loads onto your Card, you agree to not involve us in that dispute and to resolve that dispute solely with the Correctional Facility.

**5. Your Representations and Warranties** - By retaining, using or authorizing the use of the Card, you represent and warrant to us that: (i) you are at least 18 years of age (or older if you reside in a state where the majority age is older); (ii) you are a U.S. citizen or legal alien residing in the United States or the District of Columbia; (iii) you received a copy of this Agreement and agree to be bound by and to comply with its terms; and (iv) you accept the Card.

**6. Personal Identification Number ("PIN")** - We will give you a Personal Identification Number ("PIN") for your Card to (i) obtain cash from any Automated Teller Machine ("ATM") or (ii) use it at any Point-of-Sale (POS) device which requires entry of a PIN that bears the MasterCard, MoneyPass, NYCE or Pulse brand. All ATM transactions are treated as cash withdrawal transactions. Fees may apply. See the Fee Schedule. 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 Transactions." If you lose your PIN you may contact Cardholder Customer Service, Customer Support 1-800-284-1990 to have the PIN reset.

**7. Limitations on Transactions** - For security reasons, we may limit the amount on your Card or the number of transactions you can make using your Card as detailed in this Agreement. You can use your Card for up to 20 ATM Cash transactions each day and you may buy goods or services up to the value loaded to your Card, which will not exceed \$9,500 at any time. Any transaction made on a non-business day is considered made on the next business day, except for the load made by the Correctional Facility onto your Card.

**8. Using Your Card** - You may use your Card to obtain a cash disbursement from an ATM, a bank teller or at a POS (if made available by the POS operator and subject to any additional limitation the POS operator may impose) displaying the MasterCard, NYCE, MoneyPass, or Pulse name and/or logo, as applicable. You may use your Card to pay for goods and services anywhere MasterCard® debit cards are accepted. You may use your Card to purchase or lease goods or services wherever the Card is honored as long as you do not exceed the value available on your Card. You are personally responsible for all transactions initiated and fees incurred by use of your Card. If you permit someone else to use your Card we will treat this as if you have authorized such use and you will be responsible for any transactions initiated and fees incurred subject to such use. 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 do split transactions. Some merchants will only allow you to do a split transaction if you pay the remaining amount in cash.

You do not have the right to stop payment on any purchase transaction originated by use of your Card, except as otherwise provided herein. When you use your Card to pay for goods or services, such as at a restaurant or a hotel or rental car purchases, certain merchants may preauthorize the transaction for the purchase amount plus up to twenty percent (20%) or more (to ensure there are sufficient funds available to cover tips or incidental expenses incurred). Any preauthorization amount will place a hold on your Card's funds for the amount indicated by the merchant until the merchant sends us the final payment amount of your purchase. Until the transaction finally settles, you will not be able to use the money on your Card that is on hold. Once the final payment amount is received, the preauthorization amount on hold will be removed. We will only charge your Card for the correct amount of the final transaction, however, and we will release any remaining amount when the transaction finally settles. If there are any funds on hold for any transaction, we cannot reverse the hold and give you back your money until the transaction settles.

If you use your Card at an automated fuel dispenser ("pay at the pump"), the merchant may preauthorize the transaction amount up to seventy five dollars (\$75.00) or more. Your Card may be declined, even though you have sufficient funds available. We recommend you pay for your purchase inside with the cashier and tell the cashier exactly how much you want to spend.

If you use your Card number without presenting your Card (such as for online, mail order or telephone purchase), the legal effect will be the same as if you used the Card itself. Your Card cannot be redeemed for cash. You may not use your Card for any illegal transactions, nor may you use your Card at casinos, or for gambling activity.

You should keep track of the amount of value loaded on Cards issued to you. You may view the amount of value remaining on your Card by logging into your Card Account at [www.numiprestige.com](http://www.numiprestige.com) at any time. At any time, you may call us at 1-800-284-1990 to obtain balances associated with the Card or if you have questions on Card usage. Fees may apply. See the Fee Schedule. Each time you use your Card, you authorize us to reduce the value available on your Card by the amount of the transaction and any applicable fees. You are not allowed to exceed the available amount on your Card through an individual transaction or a series of transactions. Nevertheless, if a transaction exceeds the balance of the funds available on your Card (creating a "shortage") you shall remain fully liable to us for

the amount of the transaction and any applicable fees or charges. You agree to pay us promptly for the shortage and any applicable shortage fees. We also reserve the right to cancel this Card should you create a shortage with your Card. If you have more than one Card in your name, we may move a positive balance to cover a negative balance.

**9. Card Expiration** - Your Card will expire and no longer be valid for use as of the last day of the month of the "good thru" date that is stated on your Card. Subject to the escheatment laws described in Section 25, if, within 180 days after the Card expires, you call 1-800-284-1990 to register your Card and provide your Card address, you may request that a new Card or a check for any remaining Card balance be mailed to you. A fee may apply if you request to receive a check. If you have any questions regarding any remaining Card balance as of the expiration of the Card, visit [www.numiprestige.com](http://www.numiprestige.com) any time at no cost. You may also call 1-800-284-1990, but fees may apply if you call. See the Fee Schedule for more information regarding fees. The Card and the funds loaded on your Card Account may also be deemed abandoned after a period of time specified by applicable law. See Section 25.

**10. Loading Value Onto Your Card Account and Keeping Track of Your Balance** - The Card is a prepaid card where funds can only be loaded one time by the Correctional Facility providing you with your Card. You authorize the Correctional Facility and us to recover any funds erroneously added to your Card. The funds that are available are recorded in your Card Account. A maximum amount of up to \$9,500 is allowed on your Card at anytime. You should keep track of the amount of funds loaded on your Card by the Correctional Facility.

If an authorized addition to your Card Account has an error, call 1-800-284-1990 immediately to notify customer service of that error. You may not add additional funds onto your Card.

When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used, and you may be charged a fee for a balance inquiry even if you do not complete a cash withdrawal.

**11. 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. The amounts credited to your Card for refunds may not be available for up to five (5) business days from the date the refund transaction occurs.

**12. Foreign Transaction Fee** - This Card is for domestic use only. If you use the Card outside the US, you may be personally responsible for all transactions initiated and fees incurred by use of your Card. If you initiate a transaction on a currency other than US Dollars or in a country other than the United States, or make a purchase from a merchant using a bank that uses currency other than US Dollars, this will be considered a foreign transaction. Transactions in a currency other than US Dollars are converted to US Dollars using the currency conversion rate used by MasterCard, which is either a wholesale market rate or the government-mandated rate in effect one day prior to the processing date for the transaction. The current conversion rate used by MasterCard on the processing date may differ from the rate in effect on the transaction date or on the date that the transaction posts to your Card Account. The combined processing fees for foreign transactions and for transactions made outside the US including MasterCard and bank charges, can be up to 5%.

**13. Receipts** - You can get a receipt at the time you make a transaction using your Card. You agree to retain your receipts to verify your transactions.

**14. Periodic Statements** - You are responsible for keeping track of your Card Account available balance. Merchants generally will not be able to determine your available balance. It is important you know your available balance before initiating any transaction. This information, along with a 60-day history of account transactions, is also available on-line at no cost by accessing your Card Account at [www.numiprestige.com](http://www.numiprestige.com). Statements in electronic format will be made available at no cost by accessing your Card Account at [www.numiprestige.com](http://www.numiprestige.com). You may also obtain information about the amount of money you have remaining in your Card Account by calling 1-800-284-1990, but fees may apply if you call. See the Fee Schedule for more information regarding fees. You also have the right to obtain a 60-day written history of account transactions by calling 1-800-284-1990 or by writing P.O. Box 235889 Encinitas, CA 92023-5889. You will not automatically receive paper statements. If you request that we provide you with paper statements, and we agree to provide you with them, there will be a fee for this service. See the Fee Schedule for more information regarding fees.

**15. Confidentiality** - We will disclose information to third parties about your account or the transfers you make: (1) Where it is necessary for completing transfers; (2) In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; (3) In order to comply with any government agency, court order, or other legal reporting requirements; (4) If you give us your written permission; (5) To our employees, auditors, affiliates, service providers, or attorneys as needed; or (6) Otherwise as necessary to fulfill our obligations under this Agreement.

**16. Our Liability for Failure to Complete Transactions** - If we do not complete a transfer to or 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 proximately caused by us. However, there are some exceptions. We will not be liable for failing to complete a transaction, for instance:

- (1) If, through no fault of ours, your Card funds are insufficient for the transaction or are unavailable for withdrawal.
- (2) If the terminal or system was not working properly and you knew about the breakdown when you started the transfer;
- (3) If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken;
- (4) If a merchant refuses to honor the Card;
- (5) If you are not properly enrolled into the Card program;
- (6) If we do not complete the transaction because the Card or PIN has been reported as lost or stolen, has been suspended by us, or we have reason to believe the transaction is not authorized by you;
- (7) If any ATM where you are making a cash withdrawal does not have enough cash;
- (8) If there is a hold on your funds or your funds in your Card Account are subject to legal process or other encumbrance restricting their use; or
- (9) As otherwise provided in this Agreement.

TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, IN THE EVENT THAT WE ARE HELD LIABLE TO YOU, YOU WILL ONLY BE ENTITLED TO RECOVER YOUR ACTUAL DAMAGES AND, TO THE EXTENT PERMITTED BY APPLICABLE LAW, SHALL BE FURTHER LIMITED BY THE TOTAL AMOUNT LOADED ON THE CARD ACCOUNT. IN NO EVENT WILL YOU BE ENTITLED TO RECOVER ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY OR SPECIAL DAMAGES (WHETHER IN CONTRACT, TORT OR OTHERWISE), EVEN IF YOU HAVE ADVISED US OF THE POSSIBILITY OF SUCH DAMAGES. UNLESS OTHERWISE REQUIRED BY LAW OR THIS AGREEMENT, WE WILL NOT BE LIABLE TO YOU FOR DELAYS OR MISTAKES RESULTING FROM ANY CIRCUMSTANCES BEYOND OUR CONTROL.

INCLUDING, WITHOUT LIMITATION, ACTS OF GOVERNMENTAL AUTHORITIES, NATIONAL EMERGENCIES, INSURRECTION, WAR, OR RIOTS; THE FAILURE OF MERCHANTS TO HONOR THE CARD; THE FAILURE OF MERCHANTS TO PERFORM OR PROVIDE SERVICES; COMMUNICATION SYSTEM FAILURES; OR FAILURES OR MALFUNCTIONS ATTRIBUTABLE TO YOUR EQUIPMENT, ANY INTERNET SERVICES, OR ANY PAYMENT SYSTEM.

**17. Your Liability for Unauthorized Transactions** - Tell us AT ONCE if you believe your Card or PIN has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your Card. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your Card Account. If you tell us within 2 business days after you learn of the loss or theft of your Card or PIN, you can lose no more than \$50 if someone used your Card or PIN without your permission. If you do NOT tell us within 2 business days after you learn of the loss or theft of your Card or PIN, and we can prove we could have stopped someone from using your Card or PIN without your permission if you had told us, you could lose as much as \$500.

Also, if you become aware of and/or your electronic history shows transactions that you did not make, including those made by Card or other means, notify us at once following the procedures stated in the section labeled "Information About Your Right to Dispute Errors". If you do not notify us in writing within sixty (60) days after the date that we make the applicable transaction available to you for viewing online at [www.numiprestige.com](http://www.numiprestige.com), then 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 reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods. If you believe your Card or PIN has been lost or stolen, call: 1-800-284-1990 or write to us at Numi Financial, PO Box 235889 Encinitas, CA 92023-5889. If your Card or PIN has been lost or stolen, we will deactivate your Card and issue you a new Card, or check, to minimize losses. You should also call the number or write to the address listed above if you believe an unauthorized transfer has been made using the information from your Card without your permission. In addition to your limitations of liability described above, your liability for the unauthorized use of your Card Account may also be limited by MasterCard. Subject to the limitations and exclusions stated below, under the MasterCard rules, you will have no liability for a transaction that was not authorized by you if you exercised reasonable care in safeguarding the Card from risk of loss or theft, and, upon becoming aware of such loss or theft, promptly reported such loss or theft to us by calling us at the number stated above (the "MasterCard Zero Liability Policy"). The MasterCard Zero Liability Policy does not apply to MasterCard or Debit MasterCards (i) issued for commercial, business or agricultural purposes, except for MasterCard commercial cards used for small businesses as listed on [www.mastercardbusiness.com](http://www.mastercardbusiness.com); or (ii) issued or sold "anonymously" (for example, a prepaid card purchased at a store), until such time as the identity of the cardholder has been registered with the financial institution that issued the card. The MasterCard Zero Liability Policy is subject to change without notice and changes made by MasterCard will automatically apply to your Card Account.

**18. 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. This Agreement sets forth the entire understanding and agreement between you and us, whether written or oral, with respect to its subject matter and supersedes any prior or contemporaneous understandings or agreements with respect to their subject matter. 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 Georgia except to the extent governed by federal law.

**19. Amendment and Cancellation** - We may amend or change the terms of this Agreement at any time without prior notice to you except as required by applicable law. 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 a change without prior notice.

We may cancel or suspend your Card or this Agreement at any time without prior notice to you except as required by applicable law. You may cancel this Agreement by returning the Card to us or by calling 1-800-284-1990. Cancellation or termination of this Agreement will not affect any of our rights or your obligations arising under this Agreement prior to termination. Should your Card be closed, upon your request we will issue you a check for all remaining funds after deducting any fees, charges, and outstanding transactions.

**20. Information About Your Right to Dispute Errors** - In case of suspected errors, unauthorized transactions, or questions about your electronic transfers, telephone 1-800-284-1990 or write to Numi Financial, PO Box 235889 Encinitas, CA 92023-5889 as soon as you can. You may also choose to email [corrections@numifinancial.com](mailto:corrections@numifinancial.com) to notify us of an error, however please include contact information only. Do not include confidential card information by email. We will allow you to report an error until 60 days after the date that we make the applicable transaction available to you for viewing online at [www.numiprestige.com](http://www.numiprestige.com). You may request a written history of your transactions at any time by calling 1-800-284-1990, visiting the following website [www.numiprestige.com](http://www.numiprestige.com), by emailing [corrections@numifinancial.com](mailto:corrections@numifinancial.com) or writing Numi Financial, PO Box 235889 Encinitas, CA 92023-5889. You will need to tell us:

- (1) Your name and account number (if any).
- (2) Why you believe there is an error, and the dollar amount involved.
- (3) Approximately when the error took place.

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

We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will 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.

For errors involving new card accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new Card Accounts, we may take up to 20 business days to credit your Card Account for the amount you think is in error.

We will tell you the results within 3 business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documentation that we used in our investigation by contacting us at the phone number or mailing address listed at the beginning of this section. If you need more information about our error resolution procedures, call 1-800-284-1990 or visit the following website [www.numiprestige.com](http://www.numiprestige.com).

**21. Privacy and Data Protection and Recording - also available online at [www.numiprestige.com](http://www.numiprestige.com).**

FACTS		WHAT DOES FIRST CENTURY BANK, N.A. DO WITH YOUR PERSONAL INFORMATION?
WHY?		Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
WHAT?		The types of personal information we collect and share depend on the product or service you have with us. This information can include: -Social Security number and income. -Account balances and payment history. -Credit history and credit scores. When you are no longer our customer, we continue to share your information as described in this notice.
HOW?		All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information. The reasons First Century Bank, N.A. chooses to share, and whether you can limit this sharing.
REASONS WE CAN SHARE YOUR PERSONAL INFORMATION		Does First Century Bank, N.A. Share?
For our everyday business purposes - such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or to report to credit bureaus		Yes
For our marketing purposes to offer our products and services to you.		Yes
For joint marketing with other financial companies.		No
For our affiliates everyday business purposes - information about your transactions and experiences.		No
For our affiliates everyday business purposes - information about your creditworthiness.		No
For our affiliates to market to you		No
For nonaffiliates to market to you		No
<p>Who is providing this notice? First Century Bank, N.A. 807 Dorsey St. Gainesville, GA 30501</p>		
WHAT WE DO		Can you limit this sharing?
How does First Century Bank, N.A. protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. We also maintain other physical, electronic and procedural safeguards to protect this information and we limit access to those employees for whom access is appropriate.	
How does First Century Bank, N.A. collect my personal information?	We collect your personal information, for example, when you: -Open an account or deposit money -Pay your bills or -Apply for a loan -Use your credit or debit card We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.	
Why can't I limit all sharing?	Federal law gives you the right to limit only: -Sharing for affiliates' everyday business purposes - information about your creditworthiness. -Sharing for non-affiliates to market to you State laws and individual companies may give you additional or all rights to limit sharing.	
DEFINITIONS		
Affiliates	Companies related by common ownership or control. They can be financial and non-financial companies. <i>First Century Bank, N.A. does not share with our affiliates.</i>	
Nonaffiliates	Companies not related by common ownership or control. They can be financial and non-financial companies. <i>First Century Bank, N.A. does not share with nonaffiliates so they can market to you.</i>	
Joint Marketing	A formal agreement between nonaffiliated financial companies that together market financial products to you. <i>First Century Bank, N.A. does not jointly market.</i>	

**22. - 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 as required by applicable law.

**23. 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.

**24. Agreement to Arbitrate Disputes**

(a) Purpose: This Section 24 sets forth the circumstances and procedures under which Claims (as defined below) that arise between you and us will be resolved through BINDING ARBITRATION instead of litigated in court. THIS MEANS THAT 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 RULES (AS DEFINED BELOW). OTHER RIGHTS THAT YOU WOULD HAVE IN COURT ALSO MAY NOT BE AVAILABLE OR MAY BE LIMITED IN ARBITRATION, INCLUDING YOUR RIGHT TO APPEAL AND YOUR ABILITY TO PARTICIPATE IN A CLASS ACTION. 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. Nothing in this provision precludes you from filing and pursuing your individual Claim in a small claims court in your state or municipality, so long as that Claim is pending only in that court.

(b) Scope: We each agree that all claims arising out of or related to this Agreement ("Claims") will be submitted exclusively to binding arbitration as set forth in this Section. This agreement to arbitrate applies to all Claims that could have been filed in court regarding the Claims, whether you or we are the first to file a Claim with the arbitral tribunal and whether the Claims are against you or us, or ours or your employees, agents, contractors or suppliers. This

agreement to arbitrate covers all Claims under this Agreement, regardless of whether such Claim is based in contract, tort, statute, regulation, common law or equity, including, but not limited to, Claims arising out of or related to: (1) the validity, enforceability or scope of this Arbitration Provision or this Agreement; (2) the interpretation, execution, administration, amendment or modification of the Agreement; (3) any alleged breach of this Agreement or tort; (4) the Card, any transaction, Card benefits, features or services (whether provided by us or another service provider), any advertisement or solicitation, or your business, interaction or relationship with us; (5) any charge or cost incurred pursuant to the Agreement or the collection of any amounts due under the Agreement; and (6) any statements or representations made by us to you with respect to the Agreement, the Card, any transaction, Card benefits, features or services (whether provided by us or another service provider) or any advertisement or solicitation, or your business, interaction or relationship with us.

(c) **Opt Out Process:** You may choose to opt out of the Arbitration Provision, but only by following the process set-forth below. If you do not wish to be subject to this Arbitration Provision, then you must notify us in writing within sixty (60) calendar days of the issuance of your Card at the following address: Numi Financial, PO Box 235889 Encinitas, CA 92023-5889. Your written notice must include your name, address, account number and a statement that you wish to opt out of this Arbitration Provision.

(d) **Initiation of Arbitration Proceeding/Selection of Administrator:** Any Claim shall be resolved, upon the election by you or us, by arbitration pursuant to this Section 24 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 ("Rules"), except to the extent that the Rules conflict with this Agreement. Claims shall be referred to either the Judicial Arbitration and Mediation Services ("JAMS") or the American Arbitration Association ("AAA"), as selected by the party electing to initiate arbitration. If a selection by us of one of these organizations is unacceptable to you, you shall have the right within 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, Irvine, CA 92614, website at [www.jamsadr.com](http://www.jamsadr.com); or (ii) AAA at 335 Madison Avenue, New York, NY 10017, website at [www.adr.org](http://www.adr.org).

(e) **Class Action Waiver and Other Restrictions:** 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. No arbitration award or decision will have any preclusive effect as to issues or claims in any Dispute with anyone who is not a named party to the arbitration. Notwithstanding any other provision in this Agreement (including the "Survival, Severability" provision below), and without waiving either party's right of appeal, if any portion of this "Class Action Waiver and Other Restrictions" provision is deemed invalid or unenforceable, then the entire Section 24 (other than this sentence) shall not apply.

(f) **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. Waivers may also be available from the JAMS or AAA. 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.

(g) **Arbitration Procedures:** This Section 24 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"), and the applicable Rules, except that (to the extent enforceable under the FAA) this Section 24 shall control if it is inconsistent with the applicable Rules. 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 Rules. 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 Rules 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.

(h) **Survival; Severability:** This Section 24 shall survive termination of this Agreement, your Card or the relationship between you and us concerning your Card, any permitted transfer, sale or assignment of your Card, or any amounts owed on your Card, to any other person or entity as well as voluntary payment of any debt in full by you, any legal proceeding by or between you and us to collect a debt owed by you, and any bankruptcy by you or us. If any portion of this Section 24, except the "Class Action Waiver and Other Restrictions" provision above, is deemed invalid or unenforceable for any reason, it shall not invalidate the remaining portions of this Section 24, the Agreement or any prior agreement you may have had with us, each of which shall be enforceable regardless of such invalidity.

**25. Unclaimed Property** - If we have no record of Card activity for one or more years, applicable law may require us to report and pay any unclaimed funds associated with the Card as unclaimed property. If this occurs, we may try to locate the owner of the Card at the mailing address shown in our records. We will not have your mailing address unless you call 1-800-284-1990 to register your Card and provide your Card address. If we are unable to locate you, we may be required to deliver the unclaimed funds to the appropriate governmental agency.

**26. Issuing and Trademark Information** - The Numi Prestige® Prepaid MasterCard® is issued by First Century Bank, N.A. pursuant to license from MasterCard International Incorporated. MasterCard® is a registered trademark of MasterCard International Incorporated. First Century Bank, N.A., Member FDIC.