



**LIFE FREEDOM CARD PROGRAM  
ACKNOWLEDGEMENTS AND AGREEMENT**

**PLEASE COMPLETE AND RETURN**

**Acknowledgements.** By initialing each item, you acknowledge that you understand each instruction and its importance. **If you do not understand one or more of the instructions, do not initial and contact DCN for further explanation before executing and submitting this Agreement.**

- 1. Protect your Card and confidential PIN. All Network Transactions made by use of your card will be honored whether authorized by you or not. Notify DCN at once if you believe your Card has been lost or stolen, or that someone has learned your confidential PIN and/or Card Number as instructed throughout this Agreement.

**I acknowledge the importance of protecting my Card information and confidential PIN. Initial \_\_\_\_\_**

- 2. Avoid using ATMs to reduce the amount of ATM fees and Cardholder Fees you pay. Debit Card Network provides no charge alternatives for balance inquiries and cash withdrawals. If you choose to use ATMs select "Checking Account" only.

**I acknowledge that I can avoid Fees by avoiding ATM use. I also acknowledge that if I choose to use ATMs I should only select "Checking Account." Initial \_\_\_\_\_**

- 3. If your Card does not work, immediately discontinue its use, as Fees may still apply. If you have entered your PIN incorrectly 3 consecutive times, you may call our 24 hour automated telephone service to reactivate your Card at (866) 78-DEBIT (866-783-3248). For all other reasons, call customer service during our normal business hours at (866) 498-0010.

**I hereby acknowledge that I should immediately discontinue the use of my Card if it does not work when I attempt to use it, as Fees may still apply. Initial \_\_\_\_\_**

- 4. If you should require a replacement Card, destroy all other Cards at once.

**I hereby acknowledge that I should destroy all Cards except my current Card. Initial \_\_\_\_\_**

- 5. You agree that any dispute or claim between you and DCN shall be decided by neutral, binding arbitration.

**I hereby acknowledge that I agree to neutral, binding arbitration for any dispute or claim. Initial \_\_\_\_\_**

**Cardholder Authorization Signature:**

Cardholder agrees to review and comply with the Cardholder Account and Card Services Agreement and Disclosure and any accompanying schedules and applications contained herein, and as amended from time to time. This authorization remains in effect until written notice of its revocation is received and authorized by Debit Card Network.

**By signing below I acknowledge that I have received and read the Cardholder Account and Card Services Agreement and Disclosure, any accompanying schedules and applications and agree to the terms of the Life Freedom Card Program.**

**Signature of Individual ►  
(Or legal guardian/custodian)**

**Print Name:**

**Date ►**

**Agency Affiliation: Benefits Management Corporation/LIFE**

## Debit Card Network

### Affidavit of Individual Identification and Taxpayer Identification Number

**PLEASE COMPLETE AND RETURN**

Individual Identification			
FIRST NAME:			
LAST NAME:			
MIDDLE NAME:			
PREVIOUS LEGAL NAME (if any):			
DATE OF BIRTH:	MONTH: ____	DAY: ____	YEAR: ____
<b>Part I</b>	<b>Taxpayer Identification Number (TIN)</b>		
Enter you TIN in the appropriate box. The TIN provided must match the name given on the "Name" lines. For individuals, this is your social security number (SSN) or employer identification number (EIN).			
Social Security Number or EIN:	____ -- ____		
<b>Part II</b>	<b>Certification</b>		
Under penalties of perjury, I certify that:			
<ol style="list-style-type: none"><li>1. The name above is my correct legal name.</li><li>2. The date of birth above is my correct legal date of birth.</li><li>3. The 9 digit number above is my correct legal social security number or EIN.</li><li>4. To the best of my knowledge I am eligible and capable of accepting and using a prepaid debit card program.</li></ol>			
<b>Part III Signature</b>			
Signature of Individual ► (or legal guardian/custodian)		Date ►	
THIS SPACE INTENTIONALLY LEFT BLANK.			
<b>Agency Affiliation</b>			
Benefits Management Corporation/LIFE			



# Schedule A Debit Card Network

## CARDHOLDER FEES

**PLEASE READ CAREFULLY AND KEEP FOR YOUR RECORDS**

Life Freedom Card CARDHOLDER FEE SCHEDULE	
SERVICE	FEE
Monthly Fee	No Fee
Direct Deposit	No Fee
Balance Inquiry	No Fee via Toll Free Automated Telephone Service* No Fee via Online Cardholder Account \$0.50 via ATM <sup>1</sup>
POS Purchase U.S. merchant locations only	No Fee
Cash-back with POS Purchase	No Fee
ATM Cash Withdrawal U.S. ATM locations only	\$1.00 <sup>1</sup>
Denials	\$0.25 POS \$0.50 ATM <sup>2</sup>
Email Alerts <sup>3</sup>	No Fee
Customer Service Calls	No Fee
PIN Change	No Fee*
Card Replacement	No Fee
Monthly Statement Access	No Fee via Online Cardholder Account
Monthly Statement Delivery Request Processed by one-time request only, not a recurring service	No Fee via U.S. Fax \$1.00 via U.S. mail
<sup>1</sup> ATM Owner surcharge fees may apply. See <a href="http://www.lifefreedomcard.com">www.lifefreedomcard.com</a> for surcharge-free networks available to you. <sup>2</sup> Withdrawal and balance inquiry from CHECKING account are the only authorized ATM services under the Program. All other ATM service requests will result in a denial and subsequent fee. <sup>3</sup> Email alerts may be selected via our Online Cardholder Account Services available at <a href="http://www.lifefreedomcard.com">www.lifefreedomcard.com</a> .	
<b>*Automated IVR Telephone Service Call Limits</b>	
A) Balance Inquiry Call Limit	1 per day, plus 10 additional per month; Unused balance inquiry calls will rollover until the last day of each calendar month.
B) PIN Change Call Limit	1 per day



## CARDHOLDER ACCOUNT AND CARD SERVICES AGREEMENT AND DISCLOSURE

### IMPORTANT PLEASE READ CAREFULLY AND KEEP FOR YOUR RECORDS

This CARDHOLDER ACCOUNT AND CARD SERVICES AGREEMENT AND DISCLOSURE (this "Agreement") covers your rights, our rights, and the rights of our affiliates and assignees, relating to your election to participate in the Life Freedom Card PIN-Based Prepaid Debit Card Program (the "Program"), and the issuance to you (the "Cardholder"), and your use of, the Life Freedom Card (the "Card"), a PIN-Based Prepaid Debit Card. "You" and "your" means the Cardholder, the person who has received the Card and is authorized to use the Card as provided for in this Agreement. "We," "us," and "our" mean Debit Card Network, LLC ("DCN"), our successors, affiliates and/or assignees. By accepting and using this Card, you agree to be bound by the terms and conditions contained in this Agreement. "Cardholder Account" means an account assigned to you on DCN's Processing System which is accessed by the use of the associated Card. You acknowledge and agree that the Card's value is limited to the disbursements deposited (the "Funds") into your Cardholder Account, and is the value made available to you ("Available Balance") to use for purchases and/or withdrawals, including applicable fees. You acknowledge and agree that your Representative Payee Agency (the "Agency") is solely authorized to deposit Funds into your Cardholder Account on your behalf. The Card will remain the property of DCN and must be surrendered upon demand. The Card is nontransferable, and it may be canceled, repossessed, or revoked at any time without prior notice subject to applicable law. However, anyone who uses the Card, with or without your permission, is bound to the conditions of this entire Agreement. **Keep a copy of your Card Number and the Customer Service Numbers, (866) 78-DEBIT (866-783-3248) (866) 498-0010, in a secure place not with your Card. However, DO NOT write down your CONFIDENTIAL PIN number and never share your confidential PIN with anyone.**

**Please read this entire Agreement carefully and keep a copy of it for your future reference.**

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 an account. Therefore, DCN will ask for your name, address, date of birth, social security number and other information that will allow us to identify you. DCN may also require you to re-verify your personal information before accessing your account, or when calling to speak to a customer service representative.

The Card is a paperless product, which means DCN will attempt to provide you with notices and communications, including legally required notices and communications through email, mobile messaging and/or through our Online Cardholder Account system accessed on our website [www.lifefreedomcard.com](http://www.lifefreedomcard.com). Although the Card is intended to be a paperless program, DCN reserves the right, but not the obligation to communicate with you using all lawful methods of communication including paper and telephone. If you do not wish to comply with these program requirements you are not eligible to participate in the program. (15USC 70001)

By using, or authorizing any other person to use your Card, you hereby understand and agree to the following terms and conditions:

**1. List of Definitions.** Terms (whether initially capitalized or not) defined in other sections of this Agreement shall have the meanings indicated therein. The following terms (whether initially capitalized or not) in this Agreement are defined as follows:

- A. "DCN," "We," "us," and "our" means Debit Card Network, LLC, our successors, affiliates and/or representatives.

- B. **“Cardholder,” “you,” and “your”** means you, as named and signed below, the person who agrees to the terms and conditions of this Agreement and is authorized to use the Card and the associated Cardholder Account as provided for in this Agreement.
- C. **“Agreement”** means this entire Agreement, titled “Cardholder Account and Card Services Agreement and Disclosure,” and any accompanying schedules and applications.
- D. **“Issuer”** means solely Debit Card Network, LLC.
- E. **“Agency”** means your Representative Payee Agency, or similar Fiduciary.
- F. **“Card”** means the Life Freedom Card, a **PIN-Based Prepaid Debit Card only**, issued by Debit Card Network.
- G. **“Cardholder Account”** means an account on DCN’s processing system held by a Cardholder.
- H. **“Provisional Account”** means a temporary Cardholder Account that has not been funded.
- I. **“Funds”** means the disbursements deposited to the Cardholder Account and are accessed by use of an associated Card.
- J. **“Card Number”** means the number embossed on the front of your Card, and tied directly to your Cardholder Account.
- K. **“PIN” or “PIN Number”** means your confidential Personal Identification Number (PIN), a four-digit security code needed to access Funds when using the Card, either assigned randomly by the system, or chosen by you.
- L. **“Available Balance”** means the total amount of Funds available to you in your Cardholder Account at any given time.
- M. **“Account Records”** means records DCN maintains to account for the value of claims associated with the Card or Cardholder Account.
- N. **“Cardholder Fees”** means the Cardholder Fees as set forth in Schedule A of this Agreement.
- O. **“Network Transaction”** means one or more of the following as applicable to Card usage, but not limited to:  
i) Any Point-of-Sale purchase or decline (POS);  
ii) Any request using an Automated Teller Machine or decline (ATM); or  
iii) Any other transaction received through the POS or ATM network originated by Card usage.
- P. **“Telephone Passcode”** means a confidential four-digit security code, chosen by you and used to access Debit Card Network’s 24 hour Automated Telephone Service.
- Q. **“Username and Password”** means a confidential unique username associated with a password, both chosen by the Cardholder and used to access Debit Card Network’s web based Online Cardholder Account System.
- R. **“Program”** means Debit Card Network’s PIN-Based Prepaid Debit Card Program as described by this Agreement.
- S. **“NACHA”** means the National Automated Clearing House Association.
- T. **“ACH Rules”** means the current rules, regulations, operating procedures and guidelines of NACHA.

2. **Cardholder Fees.** The Cardholder agrees to pay DCN the Cardholder Fees as set forth in Schedule A of this Agreement. We reserve the right to amend our Fees from time to time. Fee increases will be posted to your Online Cardholder Account accessible from our website 21 days in advance. At anytime, you may obtain a copy of the current Life Freedom Card Cardholder Fee Schedule by logging into your Online Cardholder Account from our website, [www.lifefreedomcard.com](http://www.lifefreedomcard.com).
3. **Provisional Cardholder Account.** A Provisional Cardholder Account will be established once DCN is able to verify all required documentation. Upon establishing a Provisional Cardholder Account, a deposit number will be provided to your Agency. Debit Card Network reserves the right to cancel any Provisional Cardholder Account that has not been funded by your Agency within 60 days.
4. **Cardholder Account Activation.** Your Agency will transmit a zero-dollar transaction, known as an ACH Pre-notification, in your name to activate your Cardholder Account.
5. **Initial Card.** Your initial Card will be produced and mailed once your Cardholder account has been activated.
6. **Cardholder Account.** Once activated, you be assigned an unique individual Cardholder Account on Debit Card Network's Processing System. While this is not an individual checking account, it will function as such when you are making transactions with your Card. Particularly when accessing your Cardholder Account through an ATM (i.e. select "checking" or "checking account" ONLY when accessing your account through an ATM).
7. **Access to Funds via the Card.** The originator of Funds, your Agency, will deposit Funds due you into your Cardholder Account maintained on DCN's Processing System. In turn, you can access your Funds by use of the Card.
8. **Availability of Funds.** Your deposited Funds will be available, as required by NACHA rules, on the **effective date** of the transfer, designated by your Agency. Use your Card only to the extent that you have available Funds (the "Available Balance"). You may use DCN's automated web and/or telephone service as provided below to access your current Available Balance. (Available Balance does not mean total Funds). Denial fees can occur if you use your Card and do not have sufficient funds.
9. **Services.** The following services ("Cardholder Services") are available to Cardholders, but not limited to:
  - A. **24-hour Automated Telephone Service:**
    - i) Call **(866) 78-DEBIT (866-783-3248)** to access the following, but not limited to:
      - a. Obtain your current Available Balance;
      - b. Change your Telephone Passcode;
      - c. Change your Card's Personal Identification Number (PIN); and
      - d. Report a lost or stolen Card.
    - ii) Login to your Online Cardholder Account at **[www.lifefreedomcard.com](http://www.lifefreedomcard.com)** to access the following, but not limited to:
      - a. Obtain your current Available Balance;
      - b. Retrieve your Transaction history;
      - c. Update your Cardholder Account Profile;
      - d. Change your Telephone Passcode;
      - e. Set up Email notifications on your Cardholder Account;
      - f. Report a lost or stolen card; and
      - g. Retrieve Notices about your Cardholder Account and Services.
  - B. **Merchant Services and Cash Back.** You may use your Card to purchase goods and services at any Point of Sale (POS) retailer or other establishment displaying the network logo(s) that appear on the back of your Card. You may also request cash back when making a POS purchase.
  - C. **Automated Teller Machine ("ATM") Services.** You may use your Card at any ATM that bears the network logo(s) that appear on the back of your Card. By selecting "Checking Account", you may withdraw cash or check your Available Balance. ATM Owners may charge ATM Surcharge fees. Check our website at [www.lifefreedomcard.com](http://www.lifefreedomcard.com) for available ATM Surcharge-free networks available to you.
  - D. **Avoiding ATM Fees.** To avoid ATM fees, receive cash back when making POS purchases and check your Available Balance using our 24-Hour Automated Customer Service. Also, check our website at [www.lifefreedomcard.com](http://www.lifefreedomcard.com) for available ATM Surcharge-free networks available to you.

**10. Services Not Available.** The following services are not available through this Program:

- A. **No Interest or Credit Available.** This Cardholder Account is not an interest bearing account. No credit is available through this Program;
- B. **Signature Services.** Signature transactions are not permitted with this Card;
- C. **Overdraft Protection and Associated Fees.** You have no overdraft protection with this Card and no associated fees; and
- D. **Secondary Cardholder.** Secondary cards for additional cardholders are not permitted. Should you give your Card and/or confidential PIN information to another person, you hereby acknowledge that you have authorized such person(s) to use your Card and access all of your Funds, without limit. You will be liable for all their use of the Card. **Notify DCN AT ONCE if you believe your Card has been lost or stolen, or that someone has learned your confidential PIN and/or Card Number. The best way of minimizing your possible losses is to use our 24 hour automated telephone service at (866) 78-DEBIT (866-783-3248), or log into your Online Cardholder Account at [www.lifefreedomcard.com](http://www.lifefreedomcard.com) to report your card lost or stolen. If you need to speak to a representative, you may call customer service during our normal business hours at (866) 498-0010 (see section below, 32. Business Days and Hours).**

#### PERSONAL IDENTIFICATION NUMBER (“PIN”) NOTICE

**THIS AGREEMENT CONTAINS A PERSONAL IDENTIFICATION NUMBER (“PIN”) CLAUSE. PLEASE READ THIS PROVISION CAREFULLY, AS IT AFFECTS YOUR LEGAL RIGHTS OF YOUR FUNDS.**

**11. Personal Identification Number (“PIN”).** Your PIN is a confidential 4-digit security number. DCN will either: (1) Assign you a system generated confidential PIN, or (2) You will choose your own confidential PIN, which will enable you to identify you as the authorized Cardholder when using your Card. Your PIN is a security feature that functions as your signature to identify you as the legal user of the Card, and authorizes any Network Transactions you make using your Card. Heavily guard your PIN at all times. You must not reveal your PIN to anyone. You agree to partner with Debit Card Network, the Issuer of the Card, by adhering to the Program’s PIN safeguarding requirements. These requirements are in place to protect the Funds in your Cardholder Account. You assume full responsibility for any and all Network Transactions made with the Card by authorized and unauthorized users. You are liable for all transactions made with your Card. Know that if you chose to give your Card and/or PIN to another person, you have authorized such person(s) to use your Card and access your Funds, without limit, and you will be liable for all their use of the Card. You could lose all of the funds in your Cardholder Account. **Notify DCN AT ONCE if you believe your Card has been lost or stolen, or that someone has learned your confidential PIN and/or Card Number. The best way of minimizing your possible losses is to use our 24 hour automated telephone service at (866) 78-DEBIT (866-783-3248), or log into your Online Cardholder Account at [www.lifefreedomcard.com](http://www.lifefreedomcard.com) to report your card lost or stolen. If you need to speak to a representative, you may call customer service during our normal business hours at (866) 498-0010 (see section below, 32. Business Days and Hours).**

**12. Card Disabled Due to Incorrect PIN.** Your Card will be disabled if the PIN is entered incorrectly three consecutive times while attempting to authorize a POS or ATM Transaction in order to protect the Funds in your Cardholder Account. If you made a mistake and know your correct PIN, you may reactivate your card by calling our 24 hour automated phone system at (866) 78-DEBIT (866-783-3248).

**13. Receipts at Electronic Terminals.** You can get a receipt at the time you use your Card at a Point of Purchase retail location to purchase goods or services through a merchant at retail or other establishment, or when using an ATM.

**14. Periodic Account Statements.** You may obtain electronic monthly statements by logging into your Online Cardholder account through our website, [www.lifefreedomcard.com](http://www.lifefreedomcard.com). You may receive the following information electronically when logging into your Cardholder Account online:

- A. Available balance;
- B. Daily Network Transaction and Cardholder Fee activity and history;
- C. Monthly statements:
  - i) Download and save to your PC,
  - ii) Download and print from your PC;
- D. Elect to participate in Email Alerts;

- E. Amendments to this Agreement, including, without limitation, any changes set forth thereon, or any other terms and conditions of your use of the Card; and
- F. All other disclosures, notifications and information relating to the Card and the terms of your use of the Card.

If you are unable to print a statement from our website, you may request a written statement be faxed or mailed to you to by calling (866) 498-0010, fees may apply.

**15. Unpaid Cardholder Fees.** Debit Card Network will post all Cardholder Fees to your Cardholder Account. You agree: (1) DCN may take the amount of unpaid Fee(s) from subsequent deposits to your Cardholder Account, or (2) You will pay DCN, upon demand, the amount of the unpaid Fee(s). (3) You will pay any unpaid Fees prior to closing your Cardholder Account. Debit Card Network does not impose interest or penalties on unpaid Fees.

**16. Negative Balances.** The amount available on your Card will be reduced by the amount of your Network Transactions, plus applicable Cardholder Fees. Network Transactions that will create a negative balance in your Cardholder Account are not permitted, but can occur in limited circumstances. If a negative balance does occur in your Cardholder Account, you agree: (1) DCN may take the amount of the negative balance from subsequent deposits to your Cardholder Account, or (2) You will pay DCN, upon demand, the amount of the uncollected fee. (3) You will pay any unpaid negative balances prior to closing your Cardholder Account. Debit Card Network does not impose additional overdraft fees.

**17. Limitations of the Cardholder Account and/or Card.** The following limitations apply to your Cardholder Account and/or Card:

- A. The minimum single deposit to the Account is \$1.00;
- B. The maximum deposit to the Account is \$2,500.00 during any business day (deposits made after 2:01 pm on Friday will be added to Monday's business day);
- C. Your ATM withdrawals cannot exceed \$300.00 during any 24-hour period; and
- D. Your Point of Sale (POS) purchases cannot exceed \$2,500.00 during any 24-hour period.
- E. You may be denied the use of the Card if:
  - i) You exceed the daily ATM and/or POS limits;
  - ii) You do not have adequate funds in your Cardholder Account;
  - iii) You do not enter the correct PIN on the third consecutive attempt;
  - iv) The Card has been damaged;
  - v) You use the Card, or Cardholder Account in contradiction to this Agreement or applicable laws; and
  - vi) To protect your Funds as determined by Debit Card Network.
- F. Do not use, or allow others to use an expired, revoked, cancelled, suspended, or otherwise invalid Card, as Cardholder Fees may apply.

**18. Error Resolution.** In Case of Errors or Questions About your Cardholder Account, Telephone us at (866) 498-0010, Write to us at 2640 Cordova Lane, Rancho Cordova, CA 95670, or Email us at [info@lifefreedomcard.com](mailto:info@lifefreedomcard.com) as soon as you can, if you think your statement or receipt is wrong, or if you need more information about a transfer listed on the statement or receipt. If you are unable to print a statement from our website, you may request a written statement be faxed or mailed to you to by calling (866) 498-0010 (fees may apply). DCN must be notified by you no later than 60 days after DCN made available via the Web, or mailed a written statement at your request, the FIRST statement on which the problem or error appeared, or from the date you FIRST accessed the Network Transaction and Cardholder Fee history screen via the Web, on which the problem or error appeared, whichever is earliest. When notifying DCN of possible ERROR, please be prepared to:

- A. Give your name and Card Number and any other identifying information we may request;
- B. Describe the error or Network Transaction in question, and reason you believe there is an error or you need more information; and
- C. Give the dollar amount of the suspected error and where and when the Network Transaction took place. If you tell us verbally, we may require that you send us your complaint or question in writing within ten (10) business days.
- D. Within ten (10) business days of reporting the suspected error, we will determine whether or not there had been a mistake. If an error has occurred, we will correct the error promptly. If additional time is required for research, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will correct your Cardholder Account within ten (10) business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation.

This type of credit is referred to as a “provisional” credit. If we determine there was no error, we will reverse this credit. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your Cardholder Account.

- E. For errors involving new Cardholder Accounts, Point of Sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new Cardholder Accounts, we may take up to 20 business days to credit your Cardholder Account for the amount you think is in error.
- F. We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may request, in writing, copies of the documents that we used to complete our investigation.

**19. Your Liability for Unauthorized Network Transactions.** You assume full responsibility for any and all Network Transactions made with the Card by authorized and unauthorized users. You are liable for all Network Transactions made with your Card. Know that if you chose to give your Card and/or PIN to another person, you have authorized such person(s) to use your Card and access your Funds, without limit, and you will be liable for all their use of the Card. You could lose all of the Funds in your Cardholder Account. **Notify DCN AT ONCE if you believe that your Card has been lost or stolen, or that someone has learned your confidential PIN and/or Card Number. The best way of minimizing your possible losses is to use our 24 hour automated telephone service at (866) 78-DEBIT (866-783-3248), or log into your Online Cardholder Account at [www.lifefreedomcard.com](http://www.lifefreedomcard.com) to report your card lost or stolen. If you need to speak to a representative, you may call customer service during our normal business hours at (866) 498-0010 (see section below, 32. Business Days and Hours).**

**20. Our Liability for Failure to Complete Network Transactions.** If DCN does not properly complete a Network Transaction for you on time and in the correct amount, DCN may be liable for your losses. Below are exceptions. DCN will not be liable, but not limited to:

- A. If, through no fault of DCN, you do not have sufficient Funds available in your Account to complete the Network Transaction;
- B. If an ATM where you are making a withdrawal does not have enough cash;
- C. If an electronic terminal where you are making a Network Transaction does not operate properly, and you knew about the problem when you initiated the Network Transaction;
- D. If a merchant refuses to accept your Card;
- E. If circumstances beyond our control (such as fire, flood or communications or computer failure) prevent the completion of the Network Transaction, despite our reasonable efforts;
- F. If the Card has been reported as lost or stolen or has been suspended by us, if we have limited or revoked your Card privileges or if we have reason to believe the Transaction is not authorized by you;
- G. If there is a hold on your Cardholder Account for any reason;
- H. If your Funds are subject to legal process or other encumbrance restricting their transfer;
- I. If your funding eligibility terminates by your Agency’s request; or
- J. If your authorization terminates by operation of law.

**21. Bank Liability.** This Agreement is between you (the “Cardholder”), and DCN (the “Issuer”), and for no reason shall Five Star Bank (the “Bank”), DCN’s chosen financial institution, their successor or affiliates be subject to any lawsuits or claims. All questions about Funds, or Network Transactions made with your Card, must be directed to us, DCN, and not to the Bank. DCN is responsible for the debit card Program and encompassing service, and resolving any claims, errors, or concerns regarding your Card.

**22. Contact Information Maintenance.** Important: For the protection of your Funds DCN requires that you keep all personal information current and notify us of any changes.

- A. While you are participating in this Program, you must be able to be reached by at least 2 of the following methods:
  - i) Telephone;
  - ii) Cell phone;
  - iii) Text messaging;
  - iv) Email address;
  - v) Mailing address as defined:
    - a. Residential, PO Box, or other legal address that you are authorized to receive direct mail;
    - b. C/O address that you are authorized to receive mail;
    - c. General Delivery, in your name, to a zip code specified by you; or

- vi) Other reasonable method approved by DCN and your Agency.
- B. If we are unable to reach you with the methods you provide us, at DCN's discretion, we may disable your Card to protect your Funds. Call DCN AT ONCE if you would like to reactivate your Card at (866) 498-0010. If we do not hear from you, we reserve the right to follow the Dormant Cardholder Account procedures as explained in the next section below.

**23. Notification of Misuse of Card or Cardholder Account.** DCN will notify you and your Agency if we detect misuse of your Card or Cardholder Account. You agree to comply with all reasonable requests from DCN or your Agency to resolve the detected misuse.

**24. Dormant Cardholder Account; Return of Funds.** For the protection of your Funds, unless you notify DCN of special circumstances, after 30 days of inactivity DCN shall: (1) consider your Cardholder Account to be dormant, and (2) disable your Card, if not previously disabled. If your Card is not functioning and you believe that it may be disabled from inactivity or other reason, and you would like to reactivate your Card call DCN at (866) 498-0010. After 30 days of inactivity, DCN will work with your Agency to make all reasonable efforts to contact you. If you have not contacted DCN, or if we or your Agency are unable to contact you within 45 days of inactivity on your Cardholder Account, you agree that your Cardholder Account will be closed and your Funds will be returned to your Agency. Calling our 24-hour automated phone service, or logging into our Online Cardholder Account Service through our website qualifies as Cardholder Account activity. The following actions do not qualify as Cardholder Account activity: Speaking to, leaving a voice message, emailing, or submitting a contact us web form to a DCN customer service representative, or contacting your Agency.

**25. Self-Cardholder Account Closure.** If you no longer wish to participate in the Program, you must contact your Agency, as sole funding source, to close your Cardholder Account. You must notify your Agency and request they stop funding your Cardholder Account on your behalf. You are still responsible for all Network Transactions and associated Cardholder Fees that are generated from the use of your Card. **You may elect to notify DCN or your Agency to keep the Card and Cardholder Account active if you have a positive Available Balance.**

- A. **General Closure Request.** After all Network Transactions and associated Cardholder Fees have been processed, DCN will:
  - i) If there are no available Funds, close the Card and Cardholder Account; or
  - ii) If there is a positive Available Balance and:
    - a. 1) Your Card is active and 2) you notified the Agency or Debit Card Network in advance to keep the Cardholder Account open and active, you will have 30 days to use the Card to access your Funds. After 30 days DCN shall return remaining Funds to the you through your Agency; or
    - b. 1) Your Card is not active, and/or 2) you have not notified the Agency or Debit Card Network in advance to keep your Cardholder Account open and active, your Cardholder Account and Card will be closed and DCN shall return remaining Funds to you through your Agency.
  - iii) If you have outstanding invoiced fees, DCN will notify you and your Agency of the amount to pay before your Cardholder Account can be closed; or
  - iv) In limited circumstances, if you have a negative Available Balance, DCN will notify you and your Agency of the amount of the negative balance to pay before your Cardholder Account can be closed.
  - v) For the purpose of this Agreement, Cardholder Funds returned to the Agency are returned to the Cardholder.
  - vi) You will have access to your closed Cardholder Account through our Online Cardholder Account system accessed through our website [www.lifefreedomcard.com](http://www.lifefreedomcard.com) for a minimum of two years.

**26. Agency Stop Funding and Subsequent Closure.** To be eligible to participate in the program, your Agency must continue to fund your Cardholder Account. Should your Agency stop funding your Cardholder Account for any reason you will become ineligible to participate. You are still responsible for all Network Transactions and associated Cardholder Fees that are generated from the use of your card. After all Network Transactions and associated Cardholder Fees have been processed, DCN will:

- A. **Agency Closure Request.** After all Network Transactions and associated Cardholder Fees have been processed, DCN will:
  - i) If there are no available Funds, close the Card and Cardholder Account; or
  - ii) If there is a positive Available Balance, close the Card and Cardholder Account and return remaining Funds to the you through your Agency; or

- iii) If you have outstanding invoiced fees, close the Card and notify you and your Agency of the amount to pay before your Cardholder Account can be closed; or
- iv) In limited circumstances, if you have a negative Available Balance, close the Card and notify you and your Agency of the amount of the negative balance to pay before your Cardholder Account can be closed.
- v) For the purpose of this Agreement, Cardholder Funds returned to the Agency are returned to the Cardholder.
- vi) You will have access to your closed Cardholder Account through our Online Cardholder Account system accessed through our website [www.lifefreedomcard.com](http://www.lifefreedomcard.com) for a minimum of two years.

**27. Agency Request to Return Funds.** Your Agency, upon furnishing a reclamation notice or similar notice, in your name from a government or similar agency, may request in writing that Funds be returned to them on your behalf. DCN will only do so only after all Network Transactions and associated fees have been processed. Your Card may be temporarily disabled while we process the return request.

**28. Escheatable Funds. Any Funds remaining in an Account subject to State Escheatable Funds regulations shall be handled as required by law.**

**29. Record Retention for Closed Cardholder Accounts.** Debit Card Network maintains Cardholder information for 5 years after the closure of a Cardholder Account, unless otherwise required by law.

**30. Debt Payments.** Debit Card Network is not responsible in any dispute regarding any legitimate payment on behalf of a Cardholder.

**31. FDIC Insurance.** The actual Funds (“Deposits”) in your Cardholder Account will be held in a custodial account at the Bank on your behalf. The custodial account Funds (“Deposits”) are insured to the maximum limit provided by the FDIC. This type of FDIC insurance is known as “pass-through” insurance. This in no way means that you hold an individual bank account.

**32. Confidentiality.** Your personal information is confidential and private. DCN does not share your personal information with third parties. However, it may be necessary to disclose information to third parties as it relates to Network Transaction history:

- A. Where it is necessary for completing transactions;
- B. In order to verify the existence and conditions of your Card and Funds for a third party, such as a credit bureau or merchant;
- C. In order to comply with government agency or court orders, or other legal reporting requirements;
- D. If you give DCN your written permission; or
- E. If Debit Card Network, its Affiliates, or other Agency suspects that the Card was obtained fraudulently, or suspects that a Card has been used fraudulently.

**33. Amendments and Notification.** DCN may change or add additional terms to this Agreement at any time, with or without cause, and without giving you notice, subject to applicable laws. DCN reserves the right to make available to you any notice of changes to existing terms, or the addition of new terms electronically through our Online Cardholder Account system accessed through our website, [www.lifefreedomcard.com](http://www.lifefreedomcard.com). DCN also reserves the right if you have provided us the means to deliver notification by email, or by mobile message of such changes posted to your Online Cardholder Account at [www.lifefreedomcard.com](http://www.lifefreedomcard.com).

**34. Business Days and Hours.** DCN business days and hours are Monday through Friday, 8:00 am–5:00 pm, Pacific Time. DCN is closed on state and federal banking holidays.

**35. Severability.** In the event that any provision of this Agreement is determined to be invalid, illegal or unenforceable, such determination shall not affect the other provisions of this Agreement.

**36. Hold harmless.** Cardholder agrees to hold harmless and shall defend and indemnify DCN from any and all actual or alleged claims, demands, causes of action, liability, loss, damage and/or injury (to property or persons) whether brought by individual or other entity, or imposed by a court of law or by administrative action in any Federal, State, or local government body or agency, arising out of or incident to any acts, omissions, negligence, or willful misconduct by the Cardholder or Cardholder’s agents, representatives, or volunteers in connection

with or arising out of the use of the Card. This indemnification and hold harmless applies to and includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorney's fees or related costs or expenses, and any reimbursement to DCN for all legal expenses and costs incurred by it.

- 37. Separate entity.** Cardholder agrees and acknowledges that DCN is a separate and distinct entity and in no way or manner is related to BENEFITS MANAGEMENT CORPORATION/LIFE, a Non-Profit Corporation, and that DCN is not responsible for the actions, statements, or other activities of BENEFITS MANAGEMENT CORPORATION/LIFE, a Non-Profit Corporation as it relates to the use and/or maintenance of the Card issued to Cardholder. Further, Cardholder agrees and acknowledges that no action can be brought against DCN for the actions, statements or other activities of BENEFITS MANAGEMENT CORPORATION/LIFE, a Non-Profit Corporation or its personnel, employees, agents, contractors or volunteers.

#### **ARBITRATION NOTICE**

**THIS AGREEMENT CONTAINS AN ARBITRATION CLAUSE. PLEASE READ THIS PROVISION CAREFULLY, AS IT AFFECTS YOUR LEGAL RIGHTS. IT PROVIDES THAT ANY CLAIM RELATING TO YOUR CARDHOLDER ACCOUNT, THE CARD, OR RELATED SERVICES, SHALL BE RESOLVED BY BINDING ARBITRATION. YOU ARE ENTITLED TO A FAIR HEARING, BUT THE ARBITRATION PROCEDURES ARE SIMPLER AND MORE LIMITED THAN RULES APPLICABLE IN COURT, AND ARBITRATION DECISIONS ARE SUBJECT TO VERY LIMITED REVIEW.**

- 38. Arbitration.** Any dispute or claim between you, the Cardholder, and us, DCN, shall be decided by neutral, binding arbitration. The arbitrator shall be a retired judge or justice, or an attorney with at least 5 years of business and commercial law experience, unless parties mutually agree to a different arbitrator, who shall render an award in accordance with substantive California law. The parties shall have the right to conduct discovery in accordance with California code of Civil Procedure 1283.05. In all other respects, the arbitration shall be conducted in accordance with Title 9 of Part III of the California Code of Civil Procedure. Judgment on any such arbitration award may be entered in any court having proper jurisdiction. This Agreement and any addendums, schedules or applications shall be governed and construed in accordance with the laws of the State of California. No potential arbitrator may serve as an arbitrator unless he or she has agreed in writing to abide by and be bound by these procedures. The arbitrator may not award non-monetary or equitable relief of any sort. **The designated arbitrator shall have no power to award (i) damages inconsistent with this Agreement or (ii) punitive damages or any other damages not measured by the prevailing party's actual damages, and parties expressly waive their right to obtain such damages in arbitration or in any other forum.** In no event, even if any other portion of these provisions is held to be invalid or unenforceable, shall the arbitrator have the power to make an award or impose a remedy that could not be made or imposed by a court deciding the matter in the same jurisdiction. All arbitration proceedings shall take place in Sacramento County, California.