

COMMENTS
to the
Department of the Treasury
Financial Management Service
31 CFR Part 210
RIN 1510-AB 24
Docket Number FISCAL-FMS-2010-0003¹
by
the National Consumer Law Center
on behalf of its low-income clients
and
Consumer Federation of America
Consumers Union

April 25, 2011

The **National Consumer Law Center**,² on behalf of its low-income clients as well as the **Consumer Federation of America**³ and **Consumers Union**,⁴ submit these comments regarding

¹75 Fed. Register 80335 (December 22, 2010).

² The **National Consumer Law Center, Inc. (NCLC)** is a non-profit Massachusetts Corporation, founded in 1969, specializing in low-income consumer issues, with an emphasis on consumer credit. On a daily basis, NCLC provides legal and technical consulting and assistance on consumer law issues to legal services, government, and private attorneys representing low-income consumers across the country. NCLC publishes a series of eighteen practice treatises and annual supplements on consumer credit laws, including *Consumer Banking and Payments Law* (4d ed. 2009), which has several chapters devoted to electronic commerce, electronic deposits, access to funds in bank accounts, and electronic benefit transfers. NCLC also publishes bimonthly newsletters on a range of topics related to consumer credit issues and low-income consumers. NCLC attorneys have written and advocated extensively on all aspects of consumer law affecting low-income people, conducted trainings for tens of thousands of legal services and private attorneys on the law and litigation strategies to deal with the electronic delivery of government benefits, predatory lending and other consumer law problems, and provided extensive oral and written testimony to numerous Congressional committees on these topics. NCLC's attorneys have been closely involved with the enactment of all federal laws affecting consumer credit since the 1970s, and were very involved in the development of rules implementing EFT-99 after its enactment in 1996. NCLC's attorneys regularly provide comprehensive comments to the federal agencies on the regulations under these laws. These comments are written by NCLC attorneys Lauren Saunders and Margot Saunders.

³ **Consumer Federation of America** is a nonprofit association of about 300 pro-consumer groups, with a combined membership of 50 million people. CFA was founded in 1968 to advance consumers' interests through research, advocacy and education.

⁴ **Consumers Union of United States, Inc.**, publisher of *Consumer Reports*[®], is a nonprofit membership organization chartered in 1936 to provide consumers with information, education, and counsel about goods, services, health and personal finance. Consumers Union's publications and services have a combined paid circulation of approximately 8.3 million. These publications regularly carry articles on Consumers Union's own product testing; on health, product safety, and marketplace economics; and on legislative, judicial, and regulatory actions that affect Consumer welfare. Consumers Union's income is solely derived from the sale of *Consumer Reports*[®], its other publications and services, fees, noncommercial contributions and grants. Consumers Union's publications and services carry no outside advertising and receive no commercial support.

the Interim Final Rule allowing federal payments to be deposited on prepaid cards. We particularly commend the Treasury Department for the new consumer protections required to be provided to recipients of federal benefits through prepaid cards.

The most important of these new protections is the prohibition against allowing the provider of the prepaid card to attach to the card “a line of credit or loan agreement under which repayment from the account is triggered upon delivery of the Federal payments.”⁵ While the Interim Final Rule includes substantial new protections that were not included in the proposed rule,⁶ there remains several areas in need of improvement or clarification.

In these comments, we will address the following issues:

1. The protections against credit collected from prepaid cards in this Interim Final Rule are very good, but clarifications are needed on this and other consumer protections.
2. Treasury should delay the use of prepaid cards – other than the Direct Express Card – for federal payments until official Regulation E protection is applicable and until prepaid cards have better protection against abusive fees and unauthorized charges and errors than is provided by the payroll card rule.
3. The definition of “prepaid card” is overbroad and duplicative. Instead, Treasury should use the existing Regulation E definition of “general-use prepaid card.”
4. Clearer enforcement strategies are necessary to ensure that the consumer protections are actually effective.
5. Treasury must identify and stop all deposits to noncomplying subaccounts.

1. The protections against credit collected from prepaid cards in this Interim Final Rule are very good, but clarifications are needed on this and other consumer protections.

a. Benefits of and limits to FDIC insurance mandate.

We support Treasury’s requirements that the account accessed by a recipient through a prepaid card meet the requirements for pass-through deposit insurance to be provided by the Federal Deposit Insurance Corporation or share insurance provided by the National Credit Union Share Insurance fund.

The requirements for insurance on pass-through accounts imposed by the FDIC⁷ are: 1) the account records at the insured depository institution must disclose the existence of a custodial relationship; 2) the records of the insured depository institution or records maintained by the custodian or other party must disclose the identities of the actual owners of the funds and the amount owned by each such owner; and 3) the funds must be owned by the cardholders.

⁵ 31 C.F.R. § 210.5(b)(i)(D).

⁶ See Department of the Treasury, Fiscal Service, 31 CFR 208, RIN 1510-AB26, 75 Federal Register 34394 (June 17, 2010), available at <http://www.gpo.gov/fdsys/pkg/FR-2010-06-17/pdf/2010-14614.pdf>.

⁷ *Stored Value Cards and Other Electronic Payment Systems*, 61 Fed. Reg. 150 (Aug. 2, 1996).

We were concerned about several types of losses to the recipients. One is if the bank holding the funds fails. This issue is clearly addressed by the FDIC insurance requirement.

The second issue is if the prepaid provider goes bankrupt and creditors of the provider attempt to seize the funds held for recipients as assets of the estate. This issue also appears to be addressed by the FDIC requirement that the funds are deemed held in a custodial account, and are considered owned by the cardholders.

The third issue is the provider's overcharging for accessing these funds. This issue is not addressed at all by Treasury's proposed protections, beyond Treasury's "expectation" that fees will be "reasonable by industry standards."⁸ Yet, it is one which is highlighted by the Inspector General's report on master-sub account agreements through many of the same providers that are likely to provide prepaid cards to federal recipients.⁹ As discussed below in Section 3, better protections are needed against abusive fees. *Treasury needs to closely monitor these cost issues and be prepared to step in and protect consumers if the access-to-money costs are too steep through some prepaid card issuers.*

The fourth issue is fraud by one of the nonbanks involved with the prepaid card account. While conversion or fraud by the bank holding the funds is protected by the application of FDIC insurance, there is no similar protection against criminal acts of the program manager or others with access to the funds. We continue to urge that when providers of prepaid cards are not insured financial institutions, that some form of insurance or bonds be required of these providers to protect recipients of federal benefits from malfeasance.

b. The excellent prohibition against the attachment of the prepaid card to credit for which repayment is triggered by deposit of federal payments needs important tweaking.

We are heartened by Treasury's proposal to protect federal benefit recipients from inappropriate and exorbitantly priced credit attached to the prepaid card. As we explained extensively in our comments on the proposed rule, payday lenders and check cashers are aware of and are preparing to exploit Treasury's move to eliminate paper checks. These institutions see Social Security and SSI recipients today when they come in to take out loans or cash their paper checks. They can use that position to warn recipients about the looming elimination of paper checks and convince them to convert to direct deposit to cards with features far worse than the Direct Express Card.

We appreciate the fact that the Treasury Department has incorporated measures to protect Social Security, SSI and other federal payments from dangerous lending practices. We detailed our fears about the unintended repercussions of the move to 100% electronic payment in our report *Runaway Bandwagon: How the Government's Push for Direct Deposit of Social Security Exposes Seniors to Predatory Bank Loans*.¹⁰

⁸ 75 Fed. Reg. at 80,337.

⁹ Office of Inspector General Social Security Administration, *Quick Response Evaluation: Old-Age, Survivors and Disability Insurance Benefit Payments Sent to Non-Bank Financial Service Providers*, A-06-09-29090, at 5, May 2010 ("OASDI Report").

¹⁰ The report is available at <http://www.nclc.org/images/pdf/pr-reports/runaway-bandwagon.pdf>.

Prepaid cards are already being marketed by payday lenders and check cashers who target vulnerable consumers. As master-sub account arrangements have been terminated at some banks, some non-bank financial service providers have switched to marketing prepaid debit cards as the vehicle to handle direct deposit of federal benefits. The largest chain of payday loan outlets, Advance America, promotes its Visa Prepaid Card as a way to get free direct deposit for disability and Social Security payments.¹¹ ACE Cash Express, whose Currency Connection program through Republic Bank and Trust has been discontinued, now sells a prepaid card and promotes the card for direct deposit of public benefits.¹²

One of the problematic products (described in our comments on the proposed rule) was the iAdvance line of credit provided by MetaBank on NetSpend prepaid cards at a cost of \$25 per \$200 lent, repaid with the next direct deposit. The predatory nature of this product was validated last fall when the Office of Thrift Supervision ordered MetaBank to discontinue it on the grounds that MetaBank engaged in unfair or deceptive practices.¹³ It appears likely that the OTS found it was unfair to extend credit based not on ability to pay but instead on the ability to seize the borrower's wages or other income.¹⁴

Urban Trust Bank, FSB also had an account advance product on the Elastic prepaid card offered by Think Finance that was virtually identical to the iAdvance product (\$2.50 per \$20). That product was withdrawn from the market shortly after the OTS shut down iAdvance.¹⁵ However, Think Finance is looking for another issuer.¹⁶

We believe that Urban Trust Bank is still involved with the prepaid card payday loan product that we described last July: the Bridge Account on the Insight Silver Prepaid Card offered in Arizona by CheckSmart, a chain of payday loan-check cashers. Consumers are charged (and borrow) a \$3.50 load fee to have \$28.50 from the line of credit loaded onto the card, in addition to an APR of 35.9%. The fees are taken up-front from the credit extended. So if a borrower wants \$100, she would take a loan of \$114, the \$14 load fee would be immediately deducted from the card, and the \$100 principal plus the interest, would be repaid automatically upon the next direct deposit.

This CheckSmart product is very similar to the iAdvance product that OTS shut down, although the pricing is more complicated. As far as we can tell, the CheckSmart/Insight product is still on the market.

¹¹ Advance America brochure, "More Choice Means More Convenience," on file with CFA, obtained on July 8, 2010.

¹² See <http://www.acecashexpress.com/prepaid-debit-cards.aspx> (last visited July 12, 2010).

¹³ See Meta Financial Group, Inc., Form 8-K, Securities and Exchange Commission File No. 0-22140 (Oct. 6, 2010), available at <http://bit.ly/arD8BP>. MetaBank was ordered to pay restitution to the cardholders. See Andrew Johnson, "OTS to Require Meta to Reimburse Loan Customers," *American Banker* (Jan. 5, 2011).

¹⁴ The problems with lenders who secure repayment by holding a post-dated check or the ability to collect electronically are described in National Consumer Law Center, *Stopping the Payday Loan Trap: Alternatives that Work, Ones that Don't* at 15-17 (June 2010), available at http://www.nclc.org/images/pdf/high_cost_small_loans/payday_loans/report-stopping-payday-trap.pdf.

¹⁵ Sara Lepro, "Banks, Regulators Dubious about Debit-Credit Products," *American Banker* (Dec. 6, 2010) (describing decision by Urban Trust Bank to drop Elastic Card marketed by payday lending Think Finance) (attached as Exhibit 1).

¹⁶ *Id.*

The CheckSmart product appears to have two different but related credit features. In addition to the “courtesy transfer” fee described above, the fee schedule lists a \$0.15 “negative balance fee” for each \$1.00 in negative balance created by each transaction, up to a maximum fee of \$36.¹⁷ This is clearly just another form of payday loan, priced at the usual \$15 per \$100 pricing. From what we can tell, the primary difference between the courtesy transfer fee and the negative balance fee is that the former appears to be triggered when a consumer first loads the card with the credit and then spends the money, whereas the latter is triggered when the consumer spends the money and draws on the line of credit.

In addition to Urban Trust Bank, First California Bank also apparently issues the Insight card, and the fees for credit features listed in the terms and conditions are the same. *See* Exhibit 4.

The Interim Final Rule appropriately addresses concerns about such products by prohibiting deposits to prepaid cards that have credit features that are able to seize federal payments the moment they come in. Prepaid cards should be just that: prepaid. They should not be vehicles for avoiding rules that prohibit creditors from garnishing Social Security, SSI and other exempt income.

Predatory lenders will exploit any crack in the rule, however, and therefore it is essential that it be written broadly to ensure that it accomplishes its goal of preventing federal payments from being automatically directed to repay credit, before the recipient buys food or pays rent or medical expenses. Therefore, we have the following suggestions to tighten up the rule to avoid disputes.

First, some creditors may view the terms “line of credit” and “loan agreement” too narrowly. They might attempt to redefine their products in order to avoid those terms.

For example, the CheckSmart brochure (attached as Exhibit 5) describes its payday loan as “opt-in overdraft protection” and states in the fine print at the bottom that “Overdraft Protection is a courtesy service and not a loan. Urban Trust Bank can refuse to authorize any transaction creating a negative balance on the card at its discretion.” The terms are part of a “Cardholder Agreement” (see Exhibits 2, 3 and 4). CheckSmart and the banks might claim that it is not a “line of credit” or “loan agreement” within the meaning of the Treasury rule. *But make no mistake: CheckSmart is a payday lender and this is a payday loan that cannot be permitted to skim Social Security or other federal payments before they are paid to the recipient.*

A second concern about the wording of the Interim Final Rule is whether it adequately prohibits any fees or charges associated with a credit feature from being automatically repaid with Social Security or other federal deposits on the prepaid card. The ban on “repayment” of the “line of credit or loan agreement” may not completely capture fees that are creatively designed.

As in the case of CheckSmart and Urban Trust Bank, a nonbank that markets a card and the bank that issues the card may impose a variety of fees associated with the credit that are not directly part of the loan. The CheckSmart card has a “convenience transfer fee” of \$3.50, which is a load fee for putting the loan on the card. This is the bulk of the cost of the loan yet it is not characterized as

¹⁷ The fees for both are listed in the Terms and Conditions. A set of terms and conditions obtained at CheckSmart earlier this year is attached as Exhibit 2. Terms and Conditions that are available at <https://myinsightcard.com/general.aspx?target=terms> are attached as Exhibit 3 (Urban Trust Bank) and 4 (First California Bank).

a loan fee. Similarly, the “negative balance fee” is also not described as a finance charge. Thus, these or other prepaid card fees that do not purport to be finance charges for the credit may escape the rule.

Finally, the use in the Interim Final Rule of the phrase “triggered upon delivery of the Federal payments” could also invite creativity to avoid “triggering.” Again, the CheckSmart card repays itself the “convenience transfer fee” immediately from the proceeds of the loan at the moment the loan is made, not later when the direct deposit is delivered. Alternatively, a prepaid card loan could be set up to be repaid on the 3rd of each month, conveniently on the same day that Social Security is paid, but not directly tied to or “triggered by” that deposit.

The prohibition in the Interim Final regulation is intended to “prevent arrangements in which a bank or creditor ‘advances’ funds to a cardholder’s account, and then repays itself for the advance and any related fees by taking some or all of the cardholder’s next deposit.”¹⁸ However, there are too many possible loopholes. We suggest the following slight adjustment of § 210.5(b)(5)(i)(C), (new language is underlined, deleted language is bracketed and italicized):¹⁹

(C) The account is not attached to any credit feature²⁰ *{line of credit or loan agreement under which repayment from the account is triggered}* that is automatically repaid upon delivery of the Federal payments.

Protecting Social Security, SSI, Veterans benefits, and other important federal payments is just too important. We cannot permit direct deposit of those payments to any account that enables the income to be seized first by any creditor.

- 2. Treasury should delay the use of prepaid cards – other than the Direct Express Card – for federal payments until official Regulation E protection is applicable and until prepaid cards have better protection against abusive fees and unauthorized charges and errors than is provided by the payroll card rule.** It is likely that the CFPB will adopt such protections quickly.

Under the Interim Final Rule, prepaid cards must voluntarily agree to comply with the Regulation E rules that apply to payroll cards. This is a change from the proposed rule, which would have prohibited deposits to prepaid cards unless they were actually covered by Regulation E.

¹⁸ 75 Fed. Register 80335 at 80338 (December 22, 2010).

¹⁹ 31 C.F.R. § 210.5(b)(5)(i)(C).

²⁰ The term “credit feature” is used to describe forms of credit in Truth in Lending. *See, e.g.,* 12 CFR 226.9(b)(1):
b) *Disclosures for supplemental credit access devices and additional features.* If a creditor, within 30 days after mailing or delivering the account-opening disclosures under § 226.6(a)(1) or (b)(3)(ii)(A), as applicable, **adds a credit feature** to the consumer’s account or mails or delivers to the consumer a credit access device, including but not limited to checks that access a credit card account, for which the finance charge terms are the same as those previously disclosed, no additional disclosures are necessary. Except as provided in paragraph (b)(3) of this section, after 30 days, if the creditor adds a credit feature or furnishes a credit access device (other than as a renewal, resupply, or the original issuance of a credit card) on the same finance charge terms, the creditor shall disclose, before the consumer uses the feature or device for the first time, that it is for use in obtaining credit under the terms previously disclosed.”

As discussed in our comments on the proposed rule, actual coverage by Regulation E is the right approach. Voluntary compliance with a rule that does not actually apply is difficult to police, is confusing to prepaid card providers and consumers, and is likely to lead to disputes over enforcement.²¹

Delaying federal deposits onto prepaid cards until they are fully protected would give the Consumer Financial Protection Bureau (CFPB) an incentive to address the long-necessary expansion of Regulation E more quickly and systematically. The CFPB could then address other issues that were not addressed in the payroll card rule that are necessary to ensure full protection of federal payments.

If Treasury continues to adopt the approach of voluntary compliance, we urge Treasury to work with the CFPB to promptly extend and improve on the payroll card rule. As we discussed in our earlier comments, prepaid card consumers need, among other protections:

- Protection against abusive fees;
- Protection against loss, theft or unauthorized charges, with dispute times starting only after the consumer has notice of the loss, theft or unauthorized charge;
- The right to prompt recrediting of missing funds not later than 10 business days;
- The right to statements or equivalent forms of account information;
- Assurance that their funds will be protected not only from bank failure but also from bankruptcy or theft by another party involved with the card.²²

2. The definition of “prepaid card” is overbroad and duplicative. Instead, Treasury should use the existing Regulation E definition of “general-use prepaid card.”

The Interim Final Rule defines “prepaid card” as a “card, code, or other means of access to funds of a recipient.” § 210.5(b)(5)(iii)(B). This definition is far too broad and also creates conflicting regulatory definitions.

The definition of prepaid card could encompass virtually anything. It could be read to include the electronic fund distributors described above who give recipients access to their funds only through a check after paying a check cashing fee. It could include a credit card, a PayPal account, and many products that we cannot even yet imagine. It includes an account that only permits funds to be spent at a single store.

This broad definition could open federal payments up to precisely the sort of abuses the rule is intended to prevent: deposits to accounts controlled by others who can take a cut of the funds or restrict where and how they are used. Although the rule prohibits lines of credit that are automatically repaid upon deposit, it does not prohibit other inappropriate diversions of federal

²¹ We believe that full compliance with the Regulation E payroll card rules encompasses full compliance with the enforcement provisions of Regulation E and the EFTA as well.

²² See Section 2(a) above. In addition to the financial institution that issues the card and the payment network (i.e., VISA), a prepaid card also may have a fulfillment and transaction processor, program manager, loading network, and distributor/vendor. See Center for Financial Services Innovation: The Nonprofit’s Guide to Prepaid Cards at 17 (Sept. 2010). The master bank account will not be in the consumer’s name but in the name of another party. FDIC insurance does not protect against the failure of or theft by a party other than the bank.

payments, including those used to repay creditors if the consumer does not repay within a few days of the due date.

Rather than attempting a new, overbroad definition, Treasury should use the existing definition in Regulation E for “general-use prepaid card” at 12 C.F.R. § 205.20(a)(3):

A card, code, or other device that is:

- (i) Issued on a prepaid basis primarily for personal, family, or household purposes to a consumer in a specified amount, whether or not that amount may be increased or reloaded, in exchange for payment; and
- (ii) Redeemable upon presentation at multiple, unaffiliated merchants for goods or services, or usable at automated teller machines.

Although this definition is part of the gift card rule, the definition is included primarily to *exclude and distinguish* general-use prepaid cards from the gift cards that are subject to the rule.

Referencing the EFTA definition rather than creating a new Treasury definition will also enable the CFPB to adjust that definition if necessary when it expands the EFTA to all general-use prepaid cards.

4. Clearer enforcement strategies are necessary to ensure that the consumer protections are actually effective.

Enforcement of the rules is essential. Treasury has already recognized as much by including sub-paragraph (ii) in the rule prohibiting both the providers and the banks from participating in the issuance of prepaid cards for federal recipients which violate the rules. We applaud Treasury for including this section in the regulation.

However, Treasury needs to go one step further. As described in our previous comments,²³ some banks and non-bank FSPs have long been flouting existing rules against deposit to accounts that are not individually owned and controlled by beneficiaries. As more of these types of arrangements are entered into, it is essential that the limitations on authorized accounts be enforceable not only by federal agencies but also by the beneficiaries themselves.

The regulation appropriately requires compliance by both the bank and the provider with Treasury’s rules. However, the rules should also provide that any provisions of an agreement with a recipient that violates these rules is void and unenforceable against the recipient. Although the rules should be enforceable through contract and other common law claims, explicitly making any nonconforming provisions of the account agreement void will make this crystal clear. The recipient could thus take direct action to avoid any improper fees instead of merely making a complaint to a regulator and hoping. The ability of recipients to protect themselves is essential because, at the end of the day, only the recipient will know if the rules are violated, and the recipient is in the best position to protect him or herself.

²³ Comments to the Department of the Treasury Financial Management Service, 31 CFR Part 210, RIN 1510-AB 24, Docket Number FISCAL-FMS-2009-0001, by the National Consumer Law Center on behalf of its low-income clients, and Consumer Federation of America, Consumers Union, and the National Senior Citizens Law Center, July 13, 2010. http://www.nclc.org/images/pdf/public_benefits/comments-fiscal-fms-2010.pdf.

In addition, Treasury must take an active role to ensure that bank regulators are examining prepaid card accounts for compliance with the rule. Treasury is in the best position to identify the banks that are receiving significant deposits of federal benefits funds into prepaid card accounts and to ask the appropriate regulator to conduct a thorough examination. Treasury knows where it is making deposits and can identify significant deposits made to (1) banks that are known to be major prepaid card issuers (i.e., GE MoneyBank), and (2) banks that are receiving an exceptionally large volume of deposits relative to the number and location of branches and their general deposit volume. For example, if a small South Dakota or Delaware bank that does not have a retail presence outside of those two states is receiving deposits on behalf of recipients of other states, those deposits are likely going to prepaid card accounts (or other types of subaccounts). Only Treasury is in a position to know this, and it must take steps to ensure that the regulator is examining the bank for compliance with this rule.

5. Treasury must identify and stop all deposits to noncomplying subaccounts.

As we described extensively in our comments to the proposed rule,²⁴ there continue to be abuses of the Treasury regulatory requirement that funds be deposited into an account in the recipient's name²⁵ *outside of the prepaid card context*. We appreciate the strict enforcement promised by Treasury of the new rules for prepaid cards. But there is no such proposal for more enforcement against banks who continue to cooperate with providers of other types of sub-accounts into which federal payments are made electronically. The Background and Summary to the proposal in the Federal Register only addresses enforcement against prepaid card providers,²⁶ and the rule itself only covers prepaid cards.²⁷

We fear that there continue to be instances in which the Social Security Administration is directly depositing Social Security and Supplemental Security Income (SSI) benefits into a bank account controlled by a loan company or other third party, not owned by the recipient, permitting the third party to deduct fees and loan payments from benefits before providing the residual amount to the beneficiary.²⁸ This delivery of exempt benefits through master/sub account arrangements uses a bank, an intermediary, and the outlet where consumers go to pick up their "checks." Fees for handling direct deposit, check printing and cashing or loading of funds onto a card are withheld from the delivery of funds to the recipient. Loan companies also use the master-sub account arrangement to collect loan payments from exempt funds.

²⁴ Comments to the Department of the Treasury Financial Management Service, 31 CFR Part 210, RIN 1510-AB 24, Docket Number FISCAL-FMS-2009-0001, by Consumer Federation of America, Consumers Union, the National Consumer Law Center on behalf of its low-income clients, and the National Senior Citizens Law Center, July 13, 2010. http://www.nclc.org/images/pdf/public_benefits/comments-fiscal-fms-2010.pdf.

²⁵ As Treasury said in the supplementary information in the proposed regulation: "[Treasury's] long-standing interpretation of the words [currently in the regulations] 'in the name of the recipient,' has been that the payment recipient's name must appear in the account title." 75 Federal Register 27239, 27243 (May, 14, 2010).

²⁶ 75 Fed. Reg. 80335, 80338 (Dec. 22, 2010).

²⁷ 31 C.F.R. § 210.5(b)(5)(ii).

²⁸ *High-Interest Lenders Tap Elderly, Disabled*, Wall Street Journal at A1 (Feb. 12, 2008), available at <http://online.wsj.com/article/SB120277630957260703.html>.

Both the Social Security Administration and the Treasury Department have failed to repeal procedures by which they continue to permit exempt funds to be direct deposited into accounts that are not owned or controlled by recipients.²⁹ Specific SSA rules permit direct deposit through non-bank financial service providers, such as check cashers or loan companies (financial service providers or FSPs). The SSA procedures even recognize that the FSP may deduct loan payments from deposited funds before giving the recipient access to the deposit.³⁰

Last year, the Office of Inspector General (OIG) of the Social Security Administration examined OASDI payments electronically deposited into accounts at nine banks known to be used by non-bank FSPs to receive Social Security and SSI payments. OIG found OASDI payment to at least 35,705 individuals totaling \$25 million per month deposited into accounts controlled by non-bank FSPs at five of the banks.³¹ The report noted that, in most cases, it appeared that the SSA was not aware that OASDI payments were deposited into these accounts and had taken no steps to prevent direct deposit to non-bank FSP accounts.

Neither the Interim Final Rule nor any other pronouncement of which we are aware gives any indication what Treasury and SSA are doing to stop inappropriate deposits. Vulnerable consumers remain at risk of paying high fees and losing control over payments out of exempt funds in these arrangements. The OIG reviewed the demographic information for the 35,705 recipients with payments sent to non-bank FSPs and found that 63 percent were minorities. More than half suffered from disabilities, with 45 percent of the disabled suffering from a mental disorder. Over a third of payments were made in Illinois; other high-volume states were California, Georgia, New York, and Pennsylvania.³²

The OIG reported that nine banks continue to operate master-sub account arrangements for direct deposit of SS and SSI benefits. One of these was the Kentucky-based River City Bank Dollars Direct program. There is still a website advertising this program, which describes how check cashers, pawnbrokers and other nonbanks can establish direct deposit of benefits and print the check for the consumer through this bank. The program advertises that providers “can establish a check printing fee from \$0 - \$9.99 for each check that you print. Also, providing direct deposit will keep your customers coming back to you each and every month!”³³ The providers of this method of accessing benefits electronically deposited can also charge \$2.95 for a “Cashier’s Check Fee” and \$1.95 for each additional deposit into the account.³⁴ This program appears to clearly violate Treasury’s rule requiring electronic deposits of federal payments only into accounts held “in the name of the recipient.”

²⁹ SSA, Program Operations Manual System (POMS), GN 02410/001/D/2 *Assignment of Benefits*.

³⁰ SSA, POMS, GN 02402.030.B.4, *Acceptable Types of Financial Institutions and Accounts*.

³¹ Office of Inspector General Social Security Administration, *Quick Response Evaluation: Old-Age, Survivors and Disability Insurance Benefit Payments Sent to Non-Bank Financial Service Providers*, A-06-09-29090, at 5, May 2010 (“OASDI Report”).

³² OASDI Report, at 7, 8.

³³ Dollars Direct “Now You Can Offer Direct Deposit to Your Customers,” www.dollarsdirect.us/ last visited April 14, 2011.

³⁴ Dollars Direct Pricing, www.dollarsdirect.us/pricing.html, last visited April 14, 2011.

Until SSA and Treasury can ensure these inappropriate deposits to these nine banks and any others have been stopped, there continue to be dangers to recipients from the U.S. government's failure to address the current problems with master-sub accounts. This danger is starkly illustrated from a recent issue of the trade magazine for check cashers and payday lenders. The magazine featured Treasury's decision to discontinue issuance of Social Security checks and spelled out two responses check cashers and payday lending stores can take to replace the income from cashing those checks: participating in bank sponsored master-sub account arrangements whereby the store functions as an "Electronic Funds Distributor," or through the sale of prepaid debit cards.³⁵ *Clearly the industry intends to use the Treasury decision as a way to impose more expenses on benefit recipients unless Treasury tightens up its rules.*

We have been informed that the SSA procedures permitting deposit to accounts controlled by non-bank financial service providers are being reviewed. However, no docket has been announced and we are unable to evaluate whether future changes will be sufficient to safeguard exempt funds. Until the existing problems with master-sub accounts are resolved (and the regulation permitting use of prepaid cards tightened up to ensure that it does not make the problems worse), it is inappropriate to propose expanding this method of delivering federal benefits to unbanked recipients.

In addition, as discussed below, it is possible that the expansive definition of "prepaid card" used in the Interim Final Rule will exacerbate the problem of inappropriate master/subaccount arrangements.

Conclusion

We appreciate the work that Treasury has undertaken to protect recipients. We urge Treasury to take the additional steps outlined in these comments in order to fully protect vulnerable seniors, individuals with disabilities, and other public benefits recipients. We would be happy to discuss these comments with you.

³⁵ Richard B. Kelsky, "Debit Cards: It's in The Way That You Use It." *Checklist*, Summer 2010, page 22.

EXHIBIT 1

Banks, Regulators Dubious About Debit-Credit Products

American Banker | Friday, December 3, 2010

By [Sara Lepro](#) [Print](#) [Email](#) [Reprints](#) [Feedback](#) [RSS](#)

Think Finance wanted to give underbanked consumers access to credit when they needed it, while helping them avoid a bad cycle of debt.

To accomplish this, the online payday lender developed the Elastic card, a prepaid debit card with a line of credit of up to \$500, that rewards consumers with rebates on fees for exhibiting good behavior, like making payments on time. That good behavior is then reported to the major credit bureaus, enabling customers to build up their credit profiles.

But the debit-credit combo hasn't been an easy sell to banks and regulators.

Elastic's issuer, Urban Trust Bank, recently dropped the card. The lender would not elaborate on its decision to end the partnership, but industry experts suspect it was in response to a similar product called iAdvance being pulled from the market by regulators this fall.

"What happened to iAdvance has had a dramatic chilling effect on the marketplace as it relates to small-dollar credit," said Jennifer Tescher, the director of the Center for Financial Services Innovation, a Chicago nonprofit. "Sometimes regulators make a ruling, and everyone understands a particular practice is no longer acceptable, but the chilling effect is more around a lack of clarity around what is acceptable. Is it the product structure? Is it the way the product was marketed? Is it something else?"

Kevin Dahlstrom, Think Finance's chief marketing officer, admitted that what happened to iAdvance hasn't helped the company's case.

"Something like that certainly doesn't give other banks warm fuzzies," he said. "I think it's fair to say that banks and service providers like ourselves are looking for clear guidance from regulators."

In October, Meta Financial Group disclosed that the Office of Thrift Supervision forced it to shut down its iAdvance loan program, which offered prepaid card users small, short-term loans. According to a regulatory filing, the OTS said it "engaged in unfair or deceptive acts or practices" in operating the program. That has made it difficult for companies like Think Finance to promote similar products.

Despite the uncertainty, Think Finance is determined to push on, and is working to find new partners willing to distribute the Elastic card. The company said it is in discussions with several banks, and expects a full-scale launch of Elastic products in 2011.

Think Finance isn't the only one interested in bringing a debit-credit product to market. The prepaid card issuers NetSpend Holdings Inc. and AccountNow Inc., which both offered iAdvance, also have said they will continue looking for ways to give consumers short-term credit options that regulators consider appropriate.

Analysts, however, aren't very upbeat on the prospects of such products passing muster anytime soon.

"It is becoming very clear that regulators of various sorts are going to be uncomfortable with microcredit products regardless of how they're being delivered," said Gil Luria, an analyst at Wedbush Securities in Los Angeles. "Their ability to offer these kinds of products is going to be restricted for the foreseeable future."

Beyond the OTS action, there is concern about how microcredit products will be handled by the new Consumer Financial Protection Bureau.

"I think there was a growing amount of innovation beginning to occur that's now on hold," Tescher said. "No one's quite clear yet what they're going to focus on and what their point of view will be."

Industry experts contend that the product concept in and of itself is not inherently bad, but it needs to be marketed in a way that consumers understand what they're getting.

"Most important is ensuring that consumers don't get trapped in a cycle of debt, that the length of time to repay is reasonable. And another is ensuring that consumers can only borrow what they can afford to repay," Tescher said. "Pricing is certainly an important element but it is not the only or even most important element. I think another important element is around marketing and making sure consumers understand what's being offered."

Think Finance says its customers are in control of the features they get with the Elastic card. "Elastic consists of several products which are independent from each other but work well together," Dahlstrom said. "These include a prepaid debit card, a small dollar line of credit, a savings program and financial education. When a customer opens an Elastic account, they have access to all of these products but may choose to use some and not use some."

There is no activation fee for the Elastic card, and a monthly maintenance fee of \$4.95 is waived so long as customers upload a minimum of \$500 a month to the card. Lines of credit of up to \$500 are granted to qualifying consumers. There is a \$2.50 charge for every \$20 advance. Additional finance charges are based on the amount of the unpaid balance at the end of each billing cycle. For example, there is a \$9 charge on unpaid balances of \$100 or less. For balances exceeding \$400, there is a \$49 charge.

What is unique about the product is it rewards consumers for good credit behavior through rebates. Every Elastic customer is assigned an "Elastic score." Certain actions, like making a payment on time, will drive up a customer's score. (Similarly, a consumer who may be denied a line of credit up front can improve his or her score by signing up for direct deposit on the Elastic card, for example, and later be extended credit once a certain score is reached.)

Once a customer raises his or her score by 100 points, Think Finance will take 10% of the finance charges and automatically funnel it into a savings account. (So on a \$20 fee, \$2 would be placed into savings.) By exhibiting good behavior, customers can eventually have up to half of the fees they're charged directed to the savings account. After 60 days, consumers can draw on the savings account.

"It's a way to guarantee money will be put into savings," Dahlstrom said. "We recognize that products like Elastic are relatively expensive forms of credit. So it's important to provide customers a way to reduce the costs through good performance."

Think Finance said its bank partners will report the consumers' payment history on the Elastic line of credit to the major credit bureaus.

The Fort Worth, Texas, company, founded in 2001, still offers a traditional payday loan. When Think Finance's chief executive, Ken Rees, joined the company in 2004, he wanted to give consumers more options. A payday loan is "kind of a dead-end product for consumers," Rees said. "No matter how good [the customers] are, they are going to pay the same rate, and no matter how many payments they make, their credit score isn't going to be helped."

A third product called ThinkCash, a short-term installment loan, was launched in 2007 with First Bank of Delaware. Since the company's inception, more than \$2.5 billion in credit has been issued to 1 million customers.

EXHIBIT 4

INSIGHT PREPAID MASTERCARD® CARDHOLDER AGREEMENT

1. INTRODUCTION

This Cardholder Agreement and Disclosure (this "Agreement") covers your rights, our rights, and rights of our affiliates and representatives, relating to your election to participate in the Insight Prepaid MasterCard® Program (the "Program"). In this Agreement, "you" and "your" means the person who opened the Card. "We," "us," and "our" mean Urban Trust Bank, FSB (the "Bank"), member FDIC and Insight LLC ("Insight"). "Card" means an Insight Prepaid MasterCard Card issued to you which is either not embossed with your name (the "Non-personalized Card") or is embossed with your name (the "Personalized Card"). "MasterCard" means MasterCard International Incorporated and its successors and assigns. MasterCard is a registered trademark of MasterCard International Incorporated.

Please sign your Card immediately. By activating the Card, you agree to the terms and conditions described in this Agreement. We reserve the right to make changes to the terms or add new terms to this Agreement at any time, with or without cause, and without prior notification, in accordance with applicable laws. Please visit www.InsightCards.com for the most recent terms. Please read this Agreement carefully and keep it for your records. We encourage you to contact us if you have questions.

2. ABOUT YOUR CARD

The Card is a prepaid card and allows you to access funds you have loaded to the Card, or have been loaded to the Card on your behalf. The Card is not a credit card or any type of checking or savings account. You will not earn any interest on your funds on the Card. The Card will remain the property of the Bank 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. Funds loaded to your Card are insured by the FDIC up to the maximum allowed by law.

If you received a Non-personalized Card initially, a Personalized Card will be mailed to you within 14 days of activating your Non-personalized Card. You agree that neither the Bank nor Insight will have any liability for any delays before the amounts of your Value Loads, purchases or cash withdrawals are posted, or for any technical difficulties which may cause your balance to be inaccessible from time to time.

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. You will be asked to provide your name, address, date of birth, and other information that will allow us to identify you. You may also be asked to provide documentation as proof of identification.

Loading Your Insight Card. You may add funds to your

Card (called "Value Loads") at any time. Certain types of Value Loads may be subject to a fee as set forth in the Fees section below. You can add funds to your Card by:

- Visiting an Insight reload partner (a list is available at www.InsightCards.com or by calling us);
- Linking an external account for convenience transfers; or
- Automated Clearing House ("ACH") (i.e. direct deposit from your employer or government benefits)

Funds can be added to the Card an unlimited number of times. Each Value Load may be subject to a fee pursuant to the Fees section below. The minimum amount of funds that you can load onto your Card is \$10 per load and the maximum amount is \$2,500 per day. The maximum balance allowed on the Card is \$5,000. These restrictions may be modified by us at anytime without prior notice to you. You can view your Card balance online at www.InsightCards.com or by calling the number on the back of your Card.

Using Your Insight Card. You access your funds by using your Card everywhere MasterCard debit cards are accepted or by utilizing our bill pay service on our website. When you use your Card, we will debit your balance for the amount of your transaction.

You should be aware of the following:

- All transactions are subject to our approval.
- Merchants are independent of Insight and are responsible for transactions.
- Insight is not liable if the merchant does not accept your Card or if you have complaints about goods or services purchased with your Card. You must contact the merchant or manufacturer directly if you have questions or complaints.
- No warranties, purchase protection, insurance, or other promises or services are provided.
- Merchants, ATM owners or other parties honoring your Card may assess transaction fees not subject to this Agreement or under the control of the Bank or Insight, which would be deducted from your balance and shown on your statement.
- Once you initiate a transaction using your Card, you cannot stop payment on the transaction.
- You may not use your Card after the expiration date printed on its face.

Overdraft Protection. As described above, you generally do not have the right nor do we encourage you to make transactions or incur fees in amounts exceeding the balance of your Card; however, as a courtesy service, Overdraft Protection is available on your Card if you elect to participate and you have met the activation and eligibility requirements described below.

The maximum amount we will allow you to be overdrawn varies by customer and is based on attributes such as direct deposit amount, transaction behavior, and Card life.

To activate Overdraft Protection on your Card you must take each of the following steps (in any order): (1) review the Cardholder Agreement; (2) enroll in Overdraft Protection (i.e., opt-

in); (3) receive an ACH deposit of at least two hundred dollars (\$200) to your Card every thirty-five (35) days; and (4) provide a valid email address or enroll in Insight SMS alerts so we can contact you if you overdraw your Card (see below for more details). Overdraft Protection will be activated on your Card after the first ACH deposit to your Card and you have satisfied each of the steps described in this paragraph.

If you fail to receive an ACH deposit of at least two hundred dollars (\$200) every thirty-five (35) days, or your Card has a negative balance for more than thirty-five (35) days, Overdraft Protection will immediately be deactivated. Your Card will remain open to receive credits and loads that will automatically be applied to your negative balance before they are available to you. If your Card has a negative balance for more than thirty-five (35) days on three separate occasions, Overdraft Protection may be permanently deactivated. If your Card has a negative balance for more than sixty (60) days, your Card may be closed and we retain the right to pursue collection of any amounts owed at our sole and absolute discretion.

In order to enroll in the Overdraft Protection Program, you must provide us with a valid email address or enroll in Insight SMS alerts. We will send you notification whenever (a) a transaction occurs that results in a negative balance on your Card; (b) an Overdraft Protection Service Fee is assessed, and (c) Overdraft Protection is activated or deactivated on your Card. If you make your email address login available to any other individual, you agree that you are responsible for any release of any Card information to such individual. It is your sole responsibility to ensure that the email address you provide to us is current and accurate. We are not responsible for loss of messages and other consequences if you do not provide an accurate and current email address.

The Overdraft Protection Service Fee is disclosed in the Fees section of this Agreement below and is assessed against the portion of any debit transaction that creates or increases a negative Card balance ("Overdraft(s)") and are in addition to any other fees ordinarily applicable to a transaction. For example, if your Card has a balance of \$50 and you make a \$75 purchase, the Overdraft Protection Service Fee will be assessed on the resulting -\$25 balance. If you then make an additional \$10 purchase, the Overdraft Protection Service Fee will be assessed on the entire -\$10 since there were no available funds on the Card. Multiple Overdraft Protection Service Fees may be charged if multiple Overdraft transactions are approved on the same day. All transactions are processed in the order they are received. We will refund the Overdraft Service Fee if you conduct a Value Load in an amount sufficient to bring your Card balance to zero (\$0) or greater within twenty-four (24) hours of the posting time of the transaction that overdraw your Card. We will notify you via Insight SMS alerts when the twenty-four (24) hour refund period will expire.

An Overdraft may result from any debit posted to your Card, including PIN and signature based transactions, ATM withdrawals, fees, and ACH debit transactions that you initiate or authorize someone else to initiate.

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It is important to keep track of the value on your Card because it will be your responsibility to determine if you have overdrawn your Card balance, the day and time the Overdraft occurred, and the amount of any Overdraft that is approved. We encourage you to enroll in text message notifications to receive real-time notification when an Overdraft occurs. We will tell you where and when the transaction occurred and its amount. We will also tell you when the 24-hour period to conduct a Value Load and receive a refund of the Overdraft Protection Service Fee will end. This information is also available by logging into www.InsightCards.com or by calling us at the telephone number on the back of your Card.

You agree that within thirty-five (35) days of any Overdraft occurrence on your Card you will add sufficient funds to bring your Card back to a \$0 or positive balance, or that you will otherwise immediately pay such amount(s) to us in full upon demand.

Overdraft Protection is offered in our sole and absolute discretion as a non-contractual courtesy to you, and as such, we may elect to deactivate Overdraft Protection for your Card at any time, refuse to authorize any transaction that exceeds your Card balance, modify eligibility or activation requirements, modify or change the Overdraft Protection Service Fee, limits, or any other aspect of the program, and/or terminate the Overdraft Protection Program in its entirety at any time.

You may opt-in or opt-out of the Overdraft Protection Program by calling the number on the back of your Card or visiting the Insight partner location where you purchased your Card. Should you choose to opt-out you remain responsible for any negative balance(s) on your Card, as well as the resulting fees, and agree that any credits or loads made to your Card will be used to offset the value of the negative balance(s), if any.

You acknowledge that your participation in the Overdraft Protection Program and the settlement by us of any transactions exceeding your available Card balance does not constitute a contractual open-end line of credit. Our authorization or settlement of any transaction on one or more occasions does not obligate us to authorize or settle future transactions. We may refuse the authorization or settlement of any transaction for you at any time. We have no obligation to notify you before we approve or decline a transaction that would result in an overdraft on your Card. Your Card is not a credit card and does not directly access any credit feature or line of credit.

IMPORTANT INFORMATION ABOUT THE COST OF OVERDRAFT PROTECTION

- Overdraft Protection is NOT intended to serve as a long-term financial solution.
- The Overdraft Protection Service Fee is the same regardless of the period of time in which an overdrawn balance exists.
- We may, at our sole discretion and without notice to you, suspend or limit your Overdraft Protection privileges if, according to our criteria, you have engaged in

excessive or habitual use of the feature.

Monitoring Your Balance and Transaction Activity. In order to minimize the fees you pay, you should carefully track your Card balance. We offer a variety of means by which you can check your transactions and your balance (some of which may be subject to a fee), including:

- Insight text message alerts
- Online balance and transaction monitoring at www.InsightCards.com
- Toll-free, automated Card information accessible by calling the number on the back of your Card

You remain liable for all transactions you authorize and the fees incurred even if any of these services are unavailable.

Purchase Limits. Unless you are enrolled in Overdraft Protection, the Bank will refuse to authorize any transaction that would result in a negative Card balance. However, it is possible that some transactions may be posted outside of our control even if your Card has inadequate funds. In these situations and if you are not enrolled in Overdraft Protection, your negative balance is immediately due and payable. We may limit your purchase and cash withdrawal activity for any reason, including if we suspect fraud associated with your Card.

Returns and Refunds. If you need to return an item that you purchased with the Card, the merchant will handle the return in accordance with merchant and MasterCard guidelines. The merchant may credit your Card, provide a cash refund, or issue store credit.

ATM and PIN based Transactions. We may, at our option, give you a Personal Identification Number ("PIN"). All ATM transactions are treated as cash withdrawal transactions and are subject to a fee (see below). Your Card may be used at ATM machines or at terminals that accept MasterCard Debit, Pulse®, Maestro® and Cirrus® using the PIN provided in connection with your Card. You will incur additional fees for using your Card at ATM machines or merchant terminals for obtaining cash and checking your balance. A maximum daily cash withdrawal limit may apply to your Card at ATM machines. Call the number on the back of your Card for this limit.

You should not write your PIN on, 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 "Lost and Stolen Cards".

Rewards. Your Card has been automatically enrolled in a rewards program. After your fifth qualifying ACH Value Load (i.e. direct deposit), we will post \$25 to your Card. The maximum number of ACH Value Loads that count towards the reward in a calendar month is two. Each ACH Value Load must successfully post to your Card and you cannot earn partial reward dollars for fewer than five ACH Value Loads.

Fees. You have two choices in fee plans when you purchase your Card. You can change between these two plans at any time.

- (I) Monthly Fee Plan. You can choose to pay a flat monthly service fee of up to \$9.95 per month. The exact amount of the fee varies based on where you purchase your Insight Card and will be disclosed to you at the time of purchase.
- (II) Pay-As-You-Go Fee Plan. This option allows you to pay per transaction fees in lieu of the monthly fee.

Fee Type	Monthly Fee Plan	Pay As You Go Fee Plan
Monthly Service Fee	Up to \$9.95 per month	FREE
Signature Purchase Fee	FREE	\$1
PIN Purchase Fee	\$1	\$2

Other Fees

The following fees apply to your Card regardless of the fee plan you choose.

Other Fees	Fee Amount
Card Issuance Fee	Up to \$9.95
ATM Withdrawal Fee Domestic	\$2
ATM Inquiry Fee Domestic	\$1
Card Fulfillment Fee (lost/stolen replacements)	\$9.95
Foreign Transaction Fee	3% Any going mandated rate
Recurring Direct Deposit Load Fee	FREE
Convenience Transfer Fee per	\$3.50
\$28.50 loaded if you enroll in Courtesy Transfers	\$3.50
Cash Loads at Insight Partners	Up to \$2
Over-the-Counter Cash Withdrawal Fee	3% min \$5
Overdraft Protection Service Fee (See section above entitled Overdraft Protection for activation and eligibility requirements.)	\$0.15 for every \$1 in negative balance created by each transaction up to a maximum of \$36

By accepting, signing, using or adding value to the Card, you agree to pay the following fees, to the extent permitted by applicable federal and state law, and you agree that we may deduct such fees from your Card balance, to the extent permitted by applicable federal and state law. All fees are subject to change.

3. STATEMENTS

Insight cardholders can view balance and transaction activity online by visiting www.InsightCards.com. You are responsible for keeping track of the Value Loads, transactions and fees on

your Card to ensure that you do not exceed your Card balance. You may obtain your Card balance and/or transaction history by calling our customer service number on the back of your Card (fees may apply) or checking our website. Paper statements are available upon request.

4. LOST OR STOLEN CARDS

If you notify us within two (2) business days, you can lose no more than \$50 if someone used your Card without your permission. If you do not notify us within two (2) business days after you learn of the loss or theft of your Card and we can prove that we could have stopped someone from using your Card without your permission if you had promptly notified us, you could lose as much as \$500. Under MasterCard Operating Regulations, your liability for unauthorized MasterCard transactions on your Card is \$0 if:

- Your Card is in good standing.
- You have exercised reasonable care in safeguarding your Card.
- You have not reported two or more unauthorized events in the past 12 months.

The Zero Liability policy covers all MasterCard signature debit card transactions processed over the MasterCard network. ATM, and PIN POS transactions are not covered under the Zero Liability policy.

5. ERRORS OR QUESTIONS

Contact us at once if you think a transaction posted incorrectly, or if you need more information. Call the customer service number on the back of your Card or write us at the mailing address listed below. We must hear from you no later than sixty (60) days after the transaction date. If you tell us orally, we may still require you to send us your complaint or question in writing at our mailing address below within ten (10) business days. We will need the following information:

- Your name and Card number
- The date, type, and amount of the transaction or suspected error
- A description of the problem or error. Explain as clearly as you can why you believe there is an error or why you need more information. If you do not notify us within sixty (60) days after you became aware of the transactions, and/or after the statement was made available to you, you may not get back any value you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the value if you had notified us in time and you are grossly negligent or fraudulent in the handling of your Card. If your Card has been lost or stolen, we will close your Card. We will determine whether an error occurred within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. 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 there was no error, we will send you a written explanation. Copies of the documents used in the investi-

gation may be obtained by contacting us.

6. CLOSING YOUR INSIGHT CARD

You may close your Card at any time. You may request a refund check be issued to you if you still have a balance on your Card. In order to allow enough time for all transactions to be cleared through our system, it may take up to ninety (90) days after Card expiration or Card closure for refund checks to be issued to you. In addition, we may close your Card at any time and without notice for the following reasons:

- Your unsatisfactory handling or misuse of your Card
- Inactivity in your Card
- Termination of our agreement with the Insight agent partner where you activated your Card
- Any other reason we determine

If your Card is closed, you must immediately destroy your Card and stop attempting to access the balance.

7. GENERAL PROVISIONS

No Transfer. You may not transfer or assign ownership of your Card to anyone or allow anyone else to use your Card.

Deductions. We may deduct amounts you owe us from your balance. For example, if you use your Card for transactions in excess of your Card balance, we may deduct the excess plus associated fees.

Foreign Transactions. If you use your Card for transactions outside the U.S., the amount of any transaction will be converted to U.S. Dollars based on current conversion rates determined by MasterCard. The amount of your transaction in dollars will be the amount in foreign currency times (i) conversion rate deemed by MasterCard based on a range of rates available on the wholesale currency market or (ii) a government mandated rate for that currency, plus 3% of the total dollar value. The 3% fee may be applied to all transactions outside the U.S., even if the transaction does not require currency conversion.

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. You authorize us to contact you orally or in writing, by electronic messaging, or otherwise, with respect to your Card.

8. HOW TO CONTACT US

If you believe that your Card has been lost or stolen or an unauthorized transfer has occurred, or if you have any questions about your Insight Card, you can call or write us at:

Customer Service Number: 1.877.344.6744

Mailing Address:
Insight, LLC
Attn: Customer Service
600 Beacon Parkway West, Suite 901
Birmingham, AL 35209

9. **DISCLAIMER OF LIABILITY OTHER THAN AS EXPRESSLY PROVIDED.** IN THIS AGREEMENT, WE MAKE NO WARRANTIES, WHETHER EXPRESS OR IMPLIED, REGARDING THE SERVICES PROVIDED UNDER THIS AGREEMENT, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, AGAINST INFRINGEMENT, OR OF FITNESS FOR A PARTICULAR PURPOSE. IN THE EVENT THAT WE ARE FOUND LIABLE TO YOU, YOU WILL BE ENTITLED TO RECOVER ONLY YOUR ACTUAL DAMAGES AND WE SHALL NOT BE LIABLE TO YOU FOR AND YOU ARE NOT ENTITLED TO RECOVER FROM US ANY SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY OR CONSEQUENTIAL (INCLUDING LOST PROFITS) OR SPECIAL DAMAGES, WHETHER IN CONTRACT, TORT, OR OTHERWISE, WHICH MAY ARISE IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF WHETHER WE MAY HAVE BEEN APPRISED OF THE POSSIBILITY OF SUCH DAMAGE. You understand the limitation of our liability as set forth in this paragraph to be a reasonable allocation of risk and expressly consent to such allocation of risk. Neither party may assert any claim against the other party under or arising from this Agreement that occurred more than two (2) years prior to the filing of the action or proceeding alleging such claim. Each party shall have a duty to mitigate damage for which the other party may become responsible.

10. RULES AND REGULATIONS; NO WAIVER; SERVER-ABILITY Use of your Card is subject to all the rules and regulations of any clearing house or association involved in the transactions. We do not waive our rights by delaying or failing to exercise them at any time. If any of the provisions of this Agreement are determined to be invalid or unenforceable, the validity and enforceability of the remaining provisions shall not be affected. Cancellation; Suspension of Use. We, in our sole and absolute discretion, may limit use of the Card. We may refuse to issue a Card, may revoke the Card privileges, or may suspend the use of the Card with or without cause or notice, other than any notice required by applicable law. The Card at all times remains the property of the issuer and you may be required to surrender the Card to us at any time. If you would like to cancel use of the Card, call us at 1.877.344.6744 or write to us at Insight, LLC, Attn: Customer Service, 600 Beacon Parkway West, Suite 901, Birmingham, AL 35209. If we decide to cancel or suspend use of the Card, we will attempt to notify you by telephone, U.S. mail or electronic mail. Upon cancellation of the Card privileges, use of the Card must be immediately discontinued. Each Cardholder agrees not to use or attempt to use an expired, revoked, or otherwise invalid Card. Our cancellation of Card privileges will not affect the Cardholder's rights and obligations pursuant to this Agreement.

11. GOVERNING LAW Subject to the provisions of this Agreement under the caption "Arbitration Provision," this Agreement, the Card, and any claim, dispute or controversy arising from or relating to this Agreement or the Card, are governed by and construed in accordance with federal law and, to the extent state law is applicable, the laws of the State of Virginia (without regard to its conflicts of law rules).

The legality, enforceability, and interpretation of this Agreement and the amounts contracted for, charged, and received under this Agreement will be governed by such laws. This Agreement is entered into between you and us in Virginia.

12. OUR LIABILITY FOR FAILURE TO COMPLETE TRANSACTIONS If we do not properly complete transactions on time or in the correct amount in accordance with our agreement with you, we may be liable for your losses or damages. However, we will not be liable if (1) through no fault of ours, you do not have enough funds available to complete the transaction; (2) the merchant refused to accept your Card (3) the ATM terminal does not have enough cash or if it is not operating properly and you knew about the breakdown before initiating the withdrawal; (4) if there is an insufficient balance because there is a hold on your Card; (5) your funds are subject to legal process or other encumbrances restricting transfer; (6) access to the Card has been blocked because, for example, you reported the Card lost or stolen; (7) we have reason to believe that the transaction is unauthorized; or (8) circumstances beyond our control, such as fire or flood, prevent completion of the transaction, despite reasonable precautions that we have taken. There may be other exceptions stated in our agreement with you.

13. NOTICE AND CURE

Prior to bringing a lawsuit or initiating an arbitration that asserts a claim arising out of or related to this Agreement (as further defined below, a "Claim"), the party asserting the Claim (the "Claimant") shall give the other party (the "Defendant") written notice of the Claim (a "Claim Notice") and a reasonable opportunity, not less than thirty (30) days, to resolve the Claim. Any Claim Notice to you shall be sent in writing to the address we have in our records (or any updated address you subsequently provide to us). Any Claim Notice to us shall be sent by mail to Insight, LLC, Attn: Claim Notice, 600 Beacon Parkway West, Suite 901, Birmingham, AL 35209 (or any updated address we subsequently provide). Any Claim Notice you send must provide your name, address and Card number. Any Claim Notice must explain the nature of the Claim and the relief that is demanded. You may only submit a Claim Notice on your own behalf and not on behalf of any other party. No third party, other than a lawyer you have personally retained, may submit a Claim Notice on your behalf. The Claimant must reasonably cooperate in providing any information about the Claim that the Defendant reasonably requests.

14. ARBITRATION PROVISION

General: You and we agree that, unless prohibited by applicable law, either party may elect to arbitrate - and require the other party to arbitrate - any Claim under the following terms and conditions. Certain terms used in this Arbitration Provision are defined below under the heading "Definitions."

Right To Reject Arbitration Provision: If you act promptly, you may reject this Arbitration Provision, in which event neither you nor we will have the right to require arbitration of any Claims. To reject this Arbitration Provision, you must send us a notice ("Rejection Notice") that we receive within sixty (60) days after you activate your Card. Any Rejection Notice must be signed by you and must include your name, address and telephone number. You must mail

your Rejection Notice by certified or registered mail or send it by messenger service (such as Federal Express) to Insight, LLC, Attn: Arbitration Opt-Out, 600 Beacon Parkway West, Suite 901, Birmingham, AL 35209. In the event of any dispute concerning whether you have provided a timely Rejection Notice, you must provide a signed receipt. This is the only method you can use to reject the Arbitration Provision. If the Rejection Notice is sent on your behalf by a third party, such third party must include evidence of his or her authority to submit the Rejection Notice on your behalf. Rejection of the Arbitration Provision will not affect any other aspect of this Agreement.

Important Notice And Limitations: If you or we elect to arbitrate a Claim, unless prohibited by applicable law, neither you nor we will have the right to: (1) have a court or a jury decide the Claim; (2) engage in pre-arbitration discovery (i.e., the right to obtain information prior to the hearing) to the same extent that you or we could in court; (3) participate in a class action in court or in arbitration, either as a class representative or a class member; (4) act as a private attorney general in court or in arbitration; or (5) join or consolidate your Claim(s) with claims of any other person or involving any other transaction. The right to appeal is more limited in arbitration than in court. Other rights that you would have if you went to court may also not be available in arbitration.

Definitions: The following definitions apply to this Arbitration Provision:

- "We," "us" and "our" mean the Bank, Insight, their assignees and the parents, subsidiaries, affiliates and successors of such companies, as well as the officers, directors, agents and employees of any of the foregoing.
- "Administrator" means the American Arbitration Association ("AAA"), 1633 Broadway, 10th Floor, New York, NY 10019, www.adr.org.; JAMS, 620 Eighth Avenue, 34th Floor, New York, NY 10018, www.jamsadr.org; or any other company selected by mutual agreement of the parties. If both AAA and JAMS cannot or will not serve and the parties are unable to select an Administrator by mutual consent, the Administrator will be selected by a court. The arbitrator will be appointed by the Administrator in accordance with the rules of the Administrator. However, the arbitrator must be a retired or former judge or a lawyer with at least 10 years of experience. You get to select the Administrator if you give us written notice of your selection with your notice that you are electing to arbitrate any Claim or within twenty (20) days after we give you notice that we are electing to arbitrate any Claim (or, if you dispute our right to require arbitration of the Claim, within twenty (20) days after that dispute is finally resolved). If you do not select the Administrator on time, we may do it. Notwithstanding any language in this Arbitration Provision to the contrary, no arbitration may be administered, without the consent of all parties to the arbitration, by any Administrator that has in place a formal or informal policy that is inconsistent with the subparagraph below captioned "No Class Actions" (the "Class Action Waiver").
- "Claim" means any legal claim, dispute or controversy between you and us that: (1) cannot be resolved without a judicial or arbitration proceeding; and (2) arises from or

relates in any way to the Card or this Agreement, including any dispute concerning the validity, enforceability or scope of this Arbitration Provision or this Agreement or whether any dispute is subject to arbitration. However, "Claim" does not include any Excluded Claim or Proceeding. Without limiting the above definition, the term "Claim" covers any legal claim, dispute or controversy (other than an Excluded Claim or Proceeding) arising from or relating to this Agreement or any agreement, application, disclosure, advertising or document relating to this Agreement. It includes legal claims, disputes or controversies relating to past, present or future acts or omissions. "Claim" is to be given the broadest possible meaning and includes claims of every kind and nature, including but not limited to initial claims, amended claims, new claims asserted in existing litigation, counterclaims, cross-claims and third-party claims and claims based upon contract, tort, fraud and other intentional torts, constitution, statute, regulation, ordinance, common law and equity. It includes disputes that seek relief of any type, including damages and/or injunctive, declaratory or other equitable relief.

"Excluded Claim or Proceeding" means any of the following claims or proceedings, which will not be subject to this Arbitration Provision: (1) any individual action brought by you in small claims court or your state's equivalent court, unless such action is transferred, removed, or appealed to a different court; and (2) any assertion that the Class Action Waiver is invalid or unenforceable.

Starting An Arbitration: To start an arbitration, you or we must give written notice of an election to arbitrate. This notice may be given after a lawsuit has been filed and may be given in papers or motions in the lawsuit. If such a notice is given, the Claim shall be resolved by arbitration under this Arbitration Provision and the applicable rules of the Administrator then in effect.

No Class Actions: Notwithstanding any language herein to the contrary, if you or we elect to arbitrate a Claim, neither you nor we will have the right to: (1) participate in a class action in court or in arbitration, either as a class representative, class member or class opponent; (2) act as a private attorney general in court or in arbitration; or (3) join or consolidate your Claims with claims of any other person or involving any other transaction, and the arbitrator shall have no authority to conduct any such class, private attorney general or multiple-party proceeding.

Location And Costs: Any arbitration hearing that you attend will take place in a location that is reasonably convenient for you. If you cannot afford or otherwise do not want to pay the Administrator's or arbitrator's filing, administrative, hearing and/or other fees and cannot obtain a waiver of fees from the Administrator, we will consider in good faith any request by you for us to bear the cost of those fees. We will pay for our own attorneys, experts and witnesses and will pay the reasonable fees and charges of your attorneys, experts and witnesses if you win the arbitration. We will pay any administration fee, arbitration fees and fees and charges of attorneys, experts and witnesses if and to the extent we are required to pay such fees and charges by law or in order to make this Arbitration Provision enforceable.

Discovery; Getting Information: In addition to the parties'

rights under the Administrator's rules to obtain information prior to the hearing, either party may ask the arbitrator for more information from the other party. The arbitrator will decide the issue in his or her sole discretion, after allowing the other party the opportunity to object.

Effect Of Arbitration Award: Any court with jurisdiction may enter judgment upon the arbitrator's award. The arbitrator's award will be final and binding, except for: (1) any appeal right under the Federal Arbitration Act, 9 U.S.C. §§ 1 et seq. (the "FAA"); and (2) Claims involving more than \$50,000. For Claims involving more than \$50,000, any party may appeal the award to a three-arbitrator panel appointed by the Administrator, which will reconsider anew any aspect of the initial award that is appealed. The panel's decision will be final and binding, except for any appeal right under the FAA. The costs of any appeal will be borne in accordance with the paragraph above captioned "Location And Costs."

Governing Law: This Arbitration Provision is made pursuant to a transaction involving interstate commerce and shall be governed by the FAA, and not by any state law concerning arbitration. However, notwithstanding any language elsewhere in this Agreement to the contrary, to the extent that any state law bears on the enforceability of this Arbitration Provision, the state law in question will be the law of the state where you reside when you open the Card. The arbitrator shall follow applicable substantive law to the extent consistent with the FAA, applicable statutes of limitation and applicable privilege rules, and shall be authorized to award all remedies available in an individual lawsuit under applicable substantive law, including, without limitation, compensatory, statutory and punitive damages (which shall be governed by the constitutional standards applicable in judicial proceedings), declaratory, injunctive and other equitable relief, and attorneys' fees and costs. Upon the timely request of either party, the arbitrator shall write a brief explanation of the basis of his or her award. The arbitrator will follow rules of procedure and evidence consistent with the FAA, this Arbitration Provision and the Administrator's rules.

Survival, Severability, Primacy: This Arbitration Provision shall survive the termination of this Agreement, the expiration or termination of the Card and the fulfillment of all our and your obligations under this Agreement. If any portion of this Arbitration Provision, other than the Class Action Waiver, is deemed invalid or unenforceable, the remaining portions shall nevertheless remain in force. If a determination is made that the Class Action Waiver is unenforceable, only this sentence of the Arbitration Provision will remain in force and the remaining provisions shall be null and void, provided that the determination concerning the Class Action Waiver shall be subject to appeal. In the event of any conflict or inconsistency between this Arbitration Provision and the Administrator's rules or any other provision of or documents relating to this Agreement, this Arbitration Provision will govern.

Special Payment: If (1) you submit a Claim Notice in accordance with the provision of this Agreement captioned "Notice of Claims" on your own behalf (and not on behalf of any other party); (2) we refuse to provide you with the relief you request; and (3) an arbitrator subsequently determines that you were entitled to such relief (or greater relief), the arbitrator shall award you at least \$5,100 (plus any fees and costs to which you are entitled).

FACTS WHAT DOES URBAN TRUST BANK 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 transaction history
- Credit history and credit scores

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 Urban Trust Bank chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Urban Trust Bank share?	Can you limit this sharing?
For our everyday business purposes —such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	YES	NO
For our marketing purposes —to offer our products and services to you	NO	NO
For joint marketing with other financial companies	NO	NO
For our affiliates' everyday business purposes —information about your transactions and experiences	YES	NO
For our affiliates to market to you	YES	YES
For nonaffiliates to market to you	YES	YES

TO LIMIT OUR SHARING

Visit us online: www.urbantrustbank.com or
Mail the form below

Please note:

If you are a *new* customer, we can begin sharing your information thirty (30) days from the date we sent this notice. When you are no longer our customer, we continue to share your information as described in this notice.

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However, you can contact us at any time to limit our sharing.

Questions?

Call 1-800-584-0015 or go to www.urbantrustbank.com

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FREQUENTLY ASKED QUESTIONS ABOUT URBAN TRUST BANK'S PRIVACY POLICY

WHO WE ARE

Who is providing this notice?
Urban Trust Bank

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WHAT WE DO

How does Urban Trust Bank protect my personal information?
To protect 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.

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How does Urban Trust Bank collect my personal information?

We collect your personal information, for example, when you

- Open an account or deposit money
- Apply for a loan or use your credit or debit card
- Provide employment information

We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.

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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
- Affiliates from using your information to market to you
- Sharing for nonaffiliates to market to you

State laws and individual companies may give you additional rights to limit sharing. [see below for more on your rights under state law]

What happens when I limit sharing for an account I hold jointly with someone else?

Your choices will apply to everyone on your account—unless you tell us otherwise.

DEFINITIONS

Affiliates

Companies related by common ownership or control. They can be financial and nonfinancial companies.

- Our affiliates include companies with a common corporate identity of Urban Trust Bank

Nonaffiliates

Companies not related by common ownership or control. They can be financial and nonfinancial companies.

- Nonaffiliates we share with can include mortgage companies, direct marketing companies, and financial service companies.

Joint Marketing

A formal agreement between nonaffiliated financial companies that together market financial products or services to you.

- Urban Trust Bank does not currently jointly market

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OTHER IMPORTANT INFORMATION

AL, AK, ID, CA AND VT: WE WILL NOT SHARE NONPUBLIC PERSONAL INFORMATION ABOUT CUSTOMERS WHO RESIDE IN ALABAMA, ALASKA, IDAHO, CALIFORNIA OR VERMONT EXCEPT AS ALLOWABLE BY LAW. MA, MS AND NJ – WE WILL NOT SHARE ANY NONPUBLIC PERSONAL INFORMATION DERIVED FROM DEPOSIT RELATIONSHIPS WITH US ABOUT CUSTOMERS WHO RESIDE IN MASSACHUSETTS, MISSISSIPPI, OR NEW JERSEY. IF YOU HAVE A LOAN ACCOUNT OR OTHER CUSTOMER RELATIONSHIP IN ADDITION TO A DEPOSIT ACCOUNT RELATIONSHIP, AND YOU DO NOT WANT US TO SHARE THIS INFORMATION ABOUT YOU, YOU SHOULD OPT-OUT USING THE METHOD DESCRIBED WITHIN THIS NOTICE.

IL – WE WILL NOT SHARE ANY NONPUBLIC PERSONAL INFORMATION ABOUT OUR CUSTOMERS WHO RESIDE IN ILLINOIS WITH OTHER PARTIES ACCEPT AS PERMITTED BY LAW.

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MAIL-IN FORM

Leave Blank OR If you have a joint account, your choice(s) will apply to everyone on your account unless you mark below.

Apply my choices only to me

Mark any/all you want to limit:

- Do not share information about my creditworthiness with your affiliates for their everyday business purposes.
- Do not allow your affiliates to use my personal information to market to me.
- Do not share my personal information with nonaffiliates to market their products and services to me.

Name:

Address:

Account Number:

Mail to:
Urban Trust Bank
ATTN: OPERATIONS
400 Colonial Center Parkway
Suite 150
Lake Mary, FL 32746

EXHIBIT 5

INSIGHT PREPAID MASTERCARD® CARDHOLDER AGREEMENT

This Cardholder Agreement ("Agreement") governs the use of your Insight Prepaid MasterCard® Card ("Card"). Please read this Agreement carefully and keep it for your records. Please sign your Card immediately. By signing the reverse side **of your Card or using your Card, you agree to the terms and conditions of this Agreement.**

IMPORTANT - PLEASE READ CAREFULLY

TERMS AND CONDITIONS FOR THE INSIGHT PREPAID MASTERCARD

This Cardholder Agreement and Disclosure (this "Agreement") sets forth the terms and conditions under which the Insight Prepaid MasterCard® has been issued to you. By accepting and using the Card, you agree to be bound by the terms and conditions contained in this Agreement. In this Agreement, "you" and "your" means the person or persons who have received and are authorized to use the Card. "We," "us," and "our" mean Urban Trust Bank, FSB (the "Bank"), member FDIC, our agents, and our successors, affiliates or assignees. "MasterCard" means MasterCard International Incorporated and its successors and assigns. MasterCard is a registered trademark of MasterCard International Incorporated. "Card" means the Insight Prepaid MasterCard Card issued to you by Urban Trust Bank, FSB. We reserve the right to make changes to the terms or add new terms to this Agreement at any time, with or without cause, and without prior notification, in accordance with applicable law. Please visit www.myinsightcard.com for the most recent terms. Please read this Agreement carefully and keep it for your records. We encourage you to contact us if you have questions.

ABOUT YOUR CARD

The Card is a prepaid card which means that you load funds to the Card ("Value Loads") and access those funds by using the Card. The Card is not a credit card or any type of checking or savings account. The Card is not a gift card and is not intended to be used for gifting purposes. You will not earn any interest on your funds on the Card. The Card will remain the property of the Bank 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. The funds loaded to your Card are FDIC insured up to the maximum amount allowed by law. If you receive a Card which is not embossed with your name (a "Non-personalized Card") initially, a Card embossed with your name (a "Personalized Card") will be mailed to you within 14 days of activating your Non-personalized Card. Neither the Bank nor Insight will have any liability for any delays in posting transactions, or for any technical difficulties which may cause your balance to be inaccessible from time to time. 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. You will be asked to provide your name, address, date of birth, and other information that will allow us to identify you. You may also be asked to provide documentation as proof of identification.

Loading Your Card

You may conduct Value Loads at any time. Funds can be added to the Card an unlimited

number of times. Each Value Load may be subject to a fee pursuant to the Fees section below. The minimum amount of funds that you can load onto your Card is \$10 per Value Load and the maximum amount is \$2,500 per day. The maximum balance allowed on the Card is \$9,500. These restrictions may be modified by us at anytime without prior notice to you. You can add funds to your Card by:

- Visiting an Insight reload partner (a list is available at www.InsightCards.com or by calling us);
- Transfer funds from an external deposit or loan account; or
- Automated Clearing House ("ACH") Value Loads (e.g., direct deposit from an employer or government benefits)

Using Your Insight Card

You may use your Card everywhere MasterCard debit cards are accepted or by utilizing our bill pay service on our website, subject to certain restrictions described herein. 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 cannot use your Card after the expiration date printed on the front of your Card. You are responsible for all transactions initiated 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. If you use your Card number without presenting your Card (such as for a mail order, telephone or Internet purchase), we will treat it the same as though you had presented the Card itself. You may not use your Card for any illegal transactions.

You are not allowed to exceed the value on your Card. In the event that a transaction exceeds the balance on your Card (creating a "negative balance"), you shall remain fully liable to us for the amount of the transaction and any applicable fees or charges and you agree to pay us for the negative balance and any applicable fees.

We reserve the right to cancel this Card should you create one or more negative balances with your Card. We may limit your purchase and cash withdrawal activity for any reason, including if we suspect fraud associated with your Card.

Some merchants do not allow cardholders to conduct what is called a "split transaction," in which you only charge a part of the purchase to the Card and pay the remaining amount of the transaction with another source of funds. In order to conduct a split transaction (if permitted by the merchant), you will need to know the exact amount of funds available on your Card. You will then have to pay the remaining amount with another form of payment, and some merchants may require the remaining payment to be made in cash.

With certain types of purchases (such as those made at restaurants, hotels, rental car companies, or similar purchases), your Card may be "preauthorized" for an amount greater than the transaction amount to cover gratuity or incidental expenses. Any preauthorization amount will place a "hold" on your available funds until the merchant sends us the final payment amount of your purchase. Once the final payment amount is received, the preauthorization amount on hold will be removed. It may take up to twenty-

one (21) days for the hold to be removed. During this time, you will not have access to preauthorized amounts. When purchasing gasoline, you must pay for your purchase inside at the service counter. Payment for fuel will not be accepted if you attempt to pay at the pump.

You do not have the right to stop payment on any purchase transaction originated by the use of your Card. If you authorize a transaction and then fail to purchase the item, the approval may result in a hold for up to twenty-one (21) days.

ATM and PIN based Transactions

We may, at our option, give you a Personal Identification Number ("PIN"). If we give you a PIN, your Card may be used at ATM machines or at Point-of-Sale ("POS") terminals that accept MasterCard Debit, Pulse®, Maestro® and Cirrus®. All ATM transactions are treated as cash withdrawal transactions and are subject to a fee pursuant to the Fees Section below. You will incur additional fees for using your Card at ATM machines or POS terminals for obtaining cash and checking your balance. You should not write your PIN on, or keep your PIN with, your Card. If you believe that anyone has gained unauthorized access to your PIN, you should advise us immediately, following the procedures in the paragraph labeled "Your Liability for Unauthorized Transfers."

Fees

All fees will be assessed and deducted from your available balance as long as there is a remaining balance on your Card, except where prohibited by law. Anytime your remaining balance is less than the fee assessed, the remaining balance on your Card will be applied to the fees. By accepting, signing, using or adding value to the Card, you agree to pay the following fees, to the extent permitted by applicable law. All fees are subject to change.

You will have two fee plans to choose from when you purchase your Card: (i) the Monthly Fee Plan; or (ii) the Pay-As-You-Go Fee Plan. You should always know the exact dollar amount available on your Card. Merchants do not have access to this information and cannot determine the balance on your Card. Free access to check your balance is available at www.myinsightcard.com.

Fee Type	Monthly Fee Plan	Pay As You Go Fee Plan
Card Issuance Fee	Up to \$9.95	Up to \$9.95
Monthly Service Fee	Up to \$9.95 per month	None
Signature Purchase Fee	FREE - INCLUDED in Monthly Fee	\$1
PIN Purchase Fee	\$1	\$2
ATM Withdrawal (domestic)	\$2	\$2

ATM Inquiry Fee (domestic)	\$1	\$1
Over-the-Counter Cash Withdrawal Fee	Up to 3% of transaction with a \$5 minimum	Up to 3% of transaction with a \$5 minimum
Recurring Direct Deposit Value Load Fee	FREE	FREE
Cash Value Loads at retail locations	Up to \$5	Up to \$5
Convenience Transfer Fee per \$28.50 (account to account transfers from other deposit or loan accounts)*	Up to \$3.50	Up to \$3.50
Negative Balance Fee (if applicable)	\$0.15 for every \$1 in negative balance created by each transaction up to a maximum fee of \$36	\$0.15 for every \$1 in negative balance created by each transaction up to a maximum fee of \$36
Replacement Card Fee	Up to \$9.95	Up to \$9.95

* May only be able to accept Value Loads from certain external accounts.

International Transactions

If you obtain your funds or make a purchase in a currency other than the currency in which your Card was issued, the amount deducted from your funds will be converted by MasterCard International Incorporated into an amount in the currency of your Card. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by MasterCard International Incorporated from the range of rates available in wholesale currency markets for the applicable central processing date (which may vary from the rate MasterCard International Incorporated itself receives) or the government-mandated rate in effect for the applicable central processing date plus Bank's currency conversion fee. Bank may assess a foreign currency conversion fee of 3% of the transaction amount and will retain this amount as compensation for its services. The 3% fee may be applied to all transactions outside the U.S., even if the transaction does not require currency conversion.

Monitoring Your Balance and Obtaining Transaction Activity

In order to minimize the fees you pay, you should carefully track your Card balance. We offer a variety of means by which you can check your transactions and your balance,

including:

- Insight Alerts - real time text message of account activity
- Online balance and transaction monitoring at www.myinsightcard.com
- Toll-free, automated Card information accessible by calling the number on the back of your Card.

Receipts

You should get a receipt at the time you make a transaction using your Card. You agree to retain, verify, and reconcile your transactions and receipts.

Returns and Refunds

If you need to return an item that you purchased with the Card, the merchant will handle the return in accordance with merchant and MasterCard guidelines. The merchant may credit your Card, provide a cash refund, or issue store credit. Amounts credited to your Card may not be available for up to five (5) days from the date the refund transaction occurs.

Rewards

From time to time and in connection with certain activity, such as receiving consecutive ACH Value Loads of a certain amount, we may automatically enroll your Card in our rewards programs. Rewards programs are not available on all cards.

INSIGHT ALERTS - TEXT MESSAGES

We can help you monitor your balance and transaction history when you sign up to receive Insight Alerts to your mobile phone. By signing up to receive Insight Alerts (real time text messages of account activity), we will send text messages to the mobile phone number that you provide to us every time there is activity on your Card. By agreeing to receive Insight Alerts, you agree to receive all legally required notifications via electronic means. We reserve the right to suspend or discontinue the availability of Insight Alerts at any time in our sole discretion and without prior notice.

Text functionality depends upon the configuration of your phone and your phone plan. We can only provide Insight Alerts to a mobile phone registered on a U.S. network and not to a fixed line telephone or a computer capable of receiving text messages. Some older mobile phones may not be compatible with text messaging (the mobile phone you register to receive Insight Alerts must be a digital mobile phone). You will be responsible to your phone carrier for the costs of any text messages you receive or send in connection with the Insight Alerts.

Your access and use of Insight Alerts may be interrupted from time to time for any of several reasons, including, without limitation, the malfunction of equipment, periodic updating, maintenance or repair of servers or other actions that we, in our sole discretion, may elect to take. You understand and acknowledge that the telecommunications and email networks through which text messages are transmitted are outside our control and that we are not able to assist in resolution of problems with such networks. We cannot

accept responsibility for any text messages not received by you, or any text reply messages we do not receive from you, or for any delay in the receipt or delivery of any text notification.

If you make your mobile phone available to any other individual, you agree that you are responsible for any subsequent access to the Insight Alerts. If you believe that your mobile phone has been stolen and that someone may attempt to use the Insight Alerts without your consent, you should notify us at once by calling the number on the back of your Card during Customer Service hours. It is your sole responsibility to ensure the mobile phone number you provide to us is current and accurate. Changes to your contact information can be made either online at www.myinsightcard.com or by calling the number on the back of your Card. We are not responsible for loss of messages and other consequences if you do not provide accurate up to date contact information.

STATEMENTS

Statements in electronic format will be made available free of charge at www.InsightCards.com. You may request to have a paper statement mailed to you.

You may obtain information about the amount of money you have remaining on your Card by calling (877) 344-6744. This information, along with a 60-day history of transactions, is also available on-line at www.InsightCards.com. You also have the right to obtain a 60-day written history of transactions by calling (877) 344-6744, or by writing us at Attn: Customer Service, 600 Beacon Parkway West, Suite 901, Birmingham, AL 35209.

CONFIDENTIALITY

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

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

OUR LIABILITY FOR FAILURE TO COMPLETE TRANSACTIONS

If we do not properly complete transactions on time or in the correct amount in accordance with our agreement with you, we may be liable for your losses or damages. However, we will not be liable if:

- Through no fault of ours, you do not have enough funds available to complete the transaction;
- A merchant refuses to accept your Card;
- An ATM terminal does not have enough cash or if it is not operating properly and you knew about the breakdown before initiating the withdrawal;
- If there is an insufficient balance because there is a hold on your Card;

- Your funds are subject to legal process or other encumbrances restricting transfer;
- Access to the Card has been blocked due to it being reported as lost or stolen;
- We have reason to believe that the transaction is unauthorized;
- Circumstances beyond our control, such as fire or flood, prevent completion of the transaction, despite reasonable precautions that we have taken; or
- Any other exception stated in our agreement with you.

In no event will we be liable for consequential damages (including lost profits), extraordinary damages, special or punitive damages.

LOST OR STOLEN CARDS

Contact us at once if you believe your Card has been lost or stolen. Telephoning toll-free at (877) 344-6744 is the best way to minimize your possible losses. You may not be liable for unauthorized use of your Card provided that you notify us within a reasonable time after learning of the loss or theft of your Card. If you notify us within two (2) business days, you can lose no more than \$50 if someone used your Card without your permission. If you do not notify us within two (2) business days after you learn of the loss or theft of your Card, and we can prove that we could have stopped someone from using your Card without your permission if you had promptly notified us, you could lose as much as \$500. However, you will not be liable for these amounts if: your Card is in good standing; you have exercised reasonable care in safeguarding your Card; and you have not reported two or more unauthorized events in the past 12 months ("Zero Liability"). This Zero Liability policy covers all MasterCard signature debit card transactions processed over the MasterCard network. ATM and PIN POS transactions are not covered under the Zero Liability policy. You agree that any unauthorized use does not include use by a person to whom you have given authority to use the Card or PIN and that you will be liable for all such uses by such person.

YOUR LIABILITY FOR UNAUTHORIZED TRANSACTIONS

Contact us at once if you become aware of a transaction that you did not make. Call the customer service number on the back of your Card or write us at the mailing address listed below. We must hear from you no later than sixty (60) days after the transaction date and/or after the statement was made available to you. If you tell us orally, we may still require you to send us your complaint or question in writing. If you do not notify us within sixty (60) days, you may not recover any value you lost after the sixty (60) days if we can prove that we could have stopped someone from making an unauthorized transaction if you had notified us in time or you are grossly negligent or fraudulent in the handling of your Card.

INFORMATION ABOUT YOUR RIGHT TO DISPUTE ERRORS

In the case of errors or questions about your Card, call us at (877) 344-6744 or write us at Attn: Customer Service, 600 Beacon Parkway West, Suite 901, Birmingham, AL 35209 as soon as you can, if you think an error has occurred on your Card. We will allow you to report an error until sixty (60) days after the earlier of the date you electronically accessed your Card, 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 (877) 344-6744 or writing us at Attn: Customer Service, 600 Beacon Parkway West, Suite 901, Birmingham, AL 35209. You will need to tell us:

- Your name and Card number;
- Why you believe there is an error, and the dollar amount involved; and
- 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 ten (10) business days.

We will determine whether an error occurred within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days for the amount you think is in error, so that you will have 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 ten (10) business days, we may not credit your account.

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. For new Cards, we may take up to twenty (20) business days to credit your account for the amount you think is in error.

We will tell you the results within three (3) business days after completing our investigation. If we decide there was no error, we will send you a written explanation. 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 (877) 344-6744 or visit www.InsightCards.com.

CLOSING YOUR INSIGHT CARD

You may close your Card at any time. You may request a refund check (subject to a fee) be issued to you if you still have a balance on your Card. In order to allow enough time for all transactions to be cleared through our system, it may take up to ninety (90) days after Card expiration or Card closure for refund checks to be issued to you.

AMENDMENT AND CANCELLATION

We, in our sole and absolute discretion, may amend or change the terms and conditions of this Agreement at any time. You will be notified of any change in accordance with applicable law. However, any changes made for security purposes may be implemented without prior notice. We may cancel or suspend the use of your Card or this Agreement at any time.

GENERAL PROVISIONS

No Transfer

You may not transfer or assign ownership of your Card to anyone or allow anyone else to use your Card. We may transfer our rights under this Agreement.

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. You authorize us to contact you orally or in writing, by electronic messaging, or otherwise, with respect to your Card.

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.

Other

Use of your Card is subject to all the rules and regulations of any clearing house or association involved in the transactions. We do not waive our rights by delaying or failing to exercise them at any time. If any of the provisions of this Agreement are determined to be invalid or unenforceable, the validity and enforceability of the remaining provisions shall not be affected. This Agreement will be governed by the laws of the State of Delaware except to the extent governed by federal law.

ARBITRATION PROVISION

General:

You and we agree that, unless prohibited by applicable law, either party may elect to arbitrate - and require the other party to arbitrate - any Claim under the following terms and conditions. Certain terms used in this Arbitration Provision are defined below under the heading "Definitions."

Right To Reject Arbitration Provision: If you act promptly, you may reject this Arbitration Provision, in which event neither you nor we will have the right to require arbitration of any Claims. To reject this Arbitration Provision, you must send us a notice ("Rejection Notice") that we receive within sixty (60) days after you activate your Card. Any Rejection Notice must be signed by you and must include your name, address and telephone number. You must mail your Rejection Notice by certified or registered mail or send it by messenger service (such as Federal Express) to Insight, LLC, Attn: Arbitration Opt-Out, 600 Beacon Parkway West, Suite 901, Birmingham, AL 35209. In the event of any dispute concerning whether you have provided a timely Rejection Notice, you must provide a signed receipt. This is the only method you can use to reject the Arbitration Provision. If the Rejection Notice is sent on your behalf by a third party, such third party must include evidence of his or her authority to submit the Rejection Notice on your behalf. Rejection of the Arbitration Provision will not affect any other aspect of this Agreement.

Important Notice And Limitations: If you or we elect to arbitrate a Claim, unless prohibited by applicable law, neither you nor we will have the right to: (1) have a court or a jury decide the Claim; (2) engage in pre-arbitration discovery (i.e., the right to obtain information prior to the hearing) to the same extent that you or we could in court; (3)

participate in a class action in court or in arbitration, either as a class representative or a class member; (4) act as a private attorney general in court or in arbitration; or (5) join or consolidate your Claim(s) with claims of any other person or involving any other transaction. The right to appeal is more limited in arbitration than in court. Other rights that you would have if you went to court may also not be available in arbitration.

Definitions: The following definitions apply to this Arbitration Provision:

- "We," "us" and "our" mean the Bank, Insight, their assignees and the parents, subsidiaries, affiliates and successors of such companies, as well as the officers, directors, agents and employees of any of the foregoing.
- "Administrator" means the American Arbitration Association ("AAA"), 1633 Broadway, 10th Floor, New York, NY 10019, www.adr.org; JAMS, 620 Eighth Avenue, 34th Floor, New York, NY 10018, www.jamsadr.org; or any other company selected by mutual agreement of the parties. If both AAA and JAMS cannot or will not serve and the parties are unable to select an Administrator by mutual consent, the Administrator will be selected by a court. The arbitrator will be appointed by the Administrator in accordance with the rules of the Administrator. However, the arbitrator must be a retired or former judge or a lawyer with at least 10 years of experience. You get to select the Administrator if you give us written notice of your selection with your notice that you are electing to arbitrate any Claim or within twenty (20) days after we give you notice that we are electing to arbitrate any Claim (or, if you dispute our right to require arbitration of the Claim, within twenty (20) days after that dispute is finally resolved). If you do not select the Administrator on time, we may do it. Notwithstanding any language in this Arbitration Provision to the contrary, no arbitration may be administered, without the consent of all parties to the arbitration, by any Administrator that has in place a formal or informal policy that is inconsistent with the subparagraph below captioned "No Class Actions" (the "Class Action Waiver").
- "Claim" means any legal claim, dispute or controversy between you and us that: (1) cannot be resolved without a judicial or arbitration proceeding; and (2) arises from or relates in any way to the Card or this Agreement, including any dispute concerning the validity, enforceability or scope of this Arbitration Provision or this Agreement or whether any dispute is subject to arbitration. However, "Claim" does not include any Excluded Claim or Proceeding. Without limiting the above definition, the term "Claim" covers any legal claim, dispute or controversy (other than an Excluded Claim or Proceeding) arising from or relating to this Agreement or any agreement, application, disclosure, advertising or document relating to this Agreement. It includes legal claims, disputes or controversies relating to past, present or future acts or omissions. "Claim" is to be given the broadest possible meaning and includes claims of every kind and nature, including but not limited to initial claims, amended claims, new claims asserted in existing litigation, counterclaims, cross-claims and third-party claims and claims based upon contract, tort, fraud and other intentional torts, constitution, statute, regulation, ordinance, common law and equity. It includes disputes that seek relief of any type, including damages and/or injunctive, declaratory or other equitable relief.
- "Excluded Claim or Proceeding" means any of the following claims or proceedings, which will not be subject to this Arbitration Provision: (1) any individual action brought by you in small claims court or your state's equivalent court, unless such action is

transferred, removed, or appealed to a different court; and (2) any assertion that the Class Action Waiver is invalid or unenforceable.

Starting An Arbitration: To start an arbitration, you or we must give written notice of an election to arbitrate. This notice may be given after a lawsuit has been filed and may be given in papers or motions in the lawsuit. If such a notice is given, the Claim shall be resolved by arbitration under this Arbitration Provision and the applicable rules of the Administrator then in effect.

No Class Actions: Notwithstanding any language herein to the contrary, if you or we elect to arbitrate a Claim, neither you nor we will have the right to: (1) participate in a class action in court or in arbitration, either as a class representative, class member or class opponent; (2) act as a private attorney general in court or in arbitration; or (3) join or consolidate your Claims with claims of any other person or involving any other transaction, and the arbitrator shall have no authority to conduct any such class, private attorney general or multiple-party proceeding.

Location And Costs: Any arbitration hearing that you attend will take place in a location that is reasonably convenient for you. If you cannot afford or otherwise do not want to pay the Administrator's or arbitrator's filing, administrative, hearing and/or other fees and cannot obtain a waiver of fees from the Administrator, we will consider in good faith any request by you for us to bear the cost of those fees. We will pay for our own attorneys, experts and witnesses and will pay the reasonable fees and charges of your attorneys, experts and witnesses if you win the arbitration. We will pay any administration fee, arbitration fees and fees and charges of attorneys, experts and witnesses if and to the extent we are required to pay such fees and charges by law or in order to make this Arbitration Provision enforceable.

Discovery; Getting Information: In addition to the parties' rights under the Administrator's rules to obtain information prior to the hearing, either party may ask the arbitrator for more information from the other party. The arbitrator will decide the issue in his or her sole discretion, after allowing the other party the opportunity to object.

Effect Of Arbitration Award: Any court with jurisdiction may enter judgment upon the arbitrator's award. The arbitrator's award will be final and binding, except for: (1) any appeal right under the Federal Arbitration Act, 9 U.S.C. §§1 et seq. (the "FAA"); and (2) Claims involving more than \$50,000. For Claims involving more than \$50,000, any party may appeal the award to a three-arbitrator panel appointed by the Administrator, which will reconsider anew any aspect of the initial award that is appealed. The panel's decision will be final and binding, except for any appeal right under the FAA. The costs of any appeal will be borne in accordance with the paragraph above captioned "Location And Costs."

Governing Law: This Arbitration Provision is made pursuant to a transaction involving interstate commerce and shall be governed by the FAA, and not by any state law concerning arbitration. However, notwithstanding any language elsewhere in this

Agreement to the contrary, to the extent that any state law bears on the enforceability of this Arbitration Provision, the state law in question will be the law of the state where you reside when you open the Card. The arbitrator shall follow applicable substantive law to the extent consistent with the FAA, applicable statutes of limitation and applicable privilege rules, and shall be authorized to award all remedies available in an individual lawsuit under applicable substantive law, including, without limitation, compensatory, statutory and punitive damages (which shall be governed by the constitutional standards applicable in judicial proceedings), declaratory, injunctive and other equitable relief, and attorneys' fees and costs. Upon the timely request of either party, the arbitrator shall write a brief explanation of the basis of his or her award. The arbitrator will follow rules of procedure and evidence consistent with the FAA, this Arbitration Provision and the Administrator's rules.

Survival, Severability, Primacy: This Arbitration Provision shall survive the termination of this Agreement, the expiration or termination of the Card and the fulfillment of all our and your obligations under this Agreement. If any portion of this Arbitration Provision, other than the Class Action Waiver, is deemed invalid or unenforceable, the remaining portions shall nevertheless remain in force. If a determination is made that the Class Action Waiver is unenforceable, only this sentence of the Arbitration Provision will remain in force and the remaining provisions shall be null and void, provided that the determination concerning the Class Action Waiver shall be subject to appeal. In the event of any conflict or inconsistency between this Arbitration Provision and the Administrator's rules or any other provision of or documents relating to this Agreement, this Arbitration Provision will govern.

Special Payment: If (1) you submit a Claim Notice in accordance with the provision of this Agreement captioned "Notice of Claims" on your own behalf (and not on behalf of any other party); (2) we refuse to provide you with the relief you request; and (3) an arbitrator subsequently determines that you were entitled to such relief (or greater relief), the arbitrator shall award you at least \$5,100 (plus any fees and costs to which you are entitled).

This Card is issued by Urban Trust Bank, FSB pursuant to a license from MasterCard International Incorporated.

Customer Service:

600 Beacon Parkway West, Suite 901
Birmingham, AL 35209
(877) 344-6744
www.InsightCards.com

PRIVACY POLICY

FACTS

WHAT DOES URBAN TRUST BANK 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 transaction history
- Credit history and credit scores

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 Urban Trust Bank chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Urban Trust Bank share?	Can you limit this sharing?
For our everyday business purposes - such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	YES	NO
For our marketing purposes - to offer our products and services to you	NO	NO
For joint marketing with other financial companies	NO	NO
For our affiliates' everyday business purposes -information about your transactions and experiences	YES	NO
For our affiliates to market to you	YES	YES

For nonaffiliates to market to you	YES	YES
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TO LIMIT OUR SHARING

Visit us online: www.urbantrustbank.com or Mail the form below

Please note:

If you are a new customer, we can begin sharing your information thirty (30) days from the date we sent this notice. When you are no longer our customer, we continue to share your information as described in this notice. However, you can contact us at any time to limit our sharing.

Questions?

Call 1-800-584-0015 or go to www.urbantrustbank.com

FREQUENTLY ASKED QUESTIONS ABOUT URBAN TRUST BANK'S PRIVACY POLICY

WHO WE ARE

Who is providing this notice? Urban Trust Bank

WHAT WE DO

How does Urban Trust Bank protect my personal information?

To protect 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.

How does Urban Trust Bank collect my personal information?

We collect your personal information, for example, when you

- Open an account or deposit money
- Apply for a loan or use your credit or debit card
- Provide employment information

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
- Affiliates from using your information to market to you
- Sharing for nonaffiliates to market to you

State laws and individual companies may give you additional rights to limit sharing. [see below for more on your rights under state law]

What happens when I limit sharing for an account I hold jointly with someone else?
Your choices will apply to everyone on your account - unless you tell us otherwise.

DEFINITIONS

Affiliates

Companies related by common ownership or control. They can be financial and nonfinancial companies.

- Our affiliates include companies with a common corporate identity of Urban Trust Bank

Nonaffiliates

Companies not related by common ownership or control. They can be financial and nonfinancial companies.

- Nonaffiliates we share with can include mortgage companies, direct marketing companies, and financial service companies.

Joint Marketing

A formal agreement between nonaffiliated financial companies that together market financial products or services to you.

- Urban Trust Bank does not currently jointly market

OTHER IMPORTANT INFORMATION

AL, AK, ID, CA AND VT: WE WILL NOT SHARE NONPUBLIC PERSONAL INFORMATION ABOUT CUSTOMERS WHO RESIDE IN ALABAMA, ALASKA, IDAHO, CALIFORNIA OR VERMONT EXCEPT AS ALLOWABLE BY LAW. MA, MS AND NJ - WE WILL NOT SHARE ANY NONPUBLIC PERSONAL INFORMATION DERIVED FROM DEPOSIT RELATIONSHIPS WITH US ABOUT CUSTOMERS WHO RESIDE IN MASSACHUSETTS, MISSISSIPPI, OR NEW JERSEY. IF YOU HAVE A LOAN ACCOUNT OR OTHER CUSTOMER RELATIONSHIP IN ADDITION TO A DEPOSIT ACCOUNT RELATIONSHIP, AND YOU DO NOT WANT US TO SHARE THIS INFORMATION ABOUT YOU, YOU SHOULD OPT-OUT USING THE METHOD DESCRIBED WITHIN THIS NOTICE. IL - WE WILL NOT SHARE ANY NONPUBLIC PERSONAL INFORMATION ABOUT OUR CUSTOMERS WHO RESIDE IN ILLINOIS WITH OTHER PARTIES ACCEPT AS PERMITTED BY LAW.

MAIL-IN FORM

Leave Blank OR If you have a joint account, your choice(s) will apply to everyone on your account unless you mark below.

Apply my choices only to me

Mark any/all you want to limit:

- Do not share information about my creditworthiness with your affiliates for their everyday business purposes.

Do not allow your affiliates to use my personal information to market to me.

Do not share my personal information with nonaffiliates to market their products and services to me.

Name:

Address:

Account Number:

Mail to:

Urban Trust Bank

ATTN: OPERATIONS

400 Colonial Center Parkway.Suite 150

Lake Mary, FL 32746

EXHIBIT 6

INSIGHT PREPAID MASTERCARD® CARDHOLDER AGREEMENT

This Cardholder Agreement (“Agreement”) governs the use of your Insight Prepaid MasterCard® Card (“Card”). Please read this Agreement carefully and keep it for your records. Please sign your Card immediately. By signing the reverse side of your Card or using your Card, you agree to the terms and conditions of this Agreement.

IMPORTANT – PLEASE READ CAREFULLY

TERMS AND CONDITIONS FOR THE INSIGHT PREPAID MASTERCARD

This Cardholder Agreement and Disclosure (this “Agreement”) sets forth the terms and conditions under which the Insight Prepaid MasterCard® has been issued to you. By accepting and using the Card, you agree to be bound by the terms and conditions contained in this Agreement. In this Agreement, “you” and “your” means the person or persons who have received and are authorized to use the Card. “We,” “us,” and “our” mean First California Bank, member FDIC (the “Bank”), our agents and our successors, affiliates or assignees. “MasterCard” means MasterCard International Incorporated and its successors and assigns. MasterCard is a registered trademark of MasterCard International Incorporated. “Card” means the Insight Prepaid MasterCard Card issued to you by First California Bank. We reserve the right to make changes to the terms or add new terms to this Agreement at any time, with or without cause, and without prior notification, in accordance with applicable law. Please visit www.myinsightcard.com for the most recent terms. Please read this Agreement carefully and keep it for your records. We encourage you to contact us if you have questions.

ABOUT YOUR CARD

The Card is a prepaid card which means that you load funds to the Card (“Value Loads”) and access those funds by using the Card. The Card is not a credit card or any type of checking or savings account. The Card is not a gift card and is not intended to be used for gifting purposes. You will not earn any interest on your funds on the Card. The Card will remain the property of the Bank 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. The funds loaded to your Card are FDIC insured up to the maximum amount allowed by law. If you receive a Card which is not embossed with your name (a “Non-personalized Card”) initially, a Card embossed with your name (a “Personalized Card”) will be mailed to you within 14 days of activating your Non-personalized Card. Neither the Bank nor Insight will have any liability for any delays in posting transactions, or for any technical difficulties which may cause your balance to be inaccessible from time to time. 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. You will be asked to provide your name, address, date of birth, and other information that will allow us to identify you. You may also be asked to provide documentation as proof of identification.

Loading Your Card

You may conduct Value Loads at any time. Funds can be added to the Card an unlimited number of times. Each Value Load may be subject to a fee pursuant to the Fees section below. The minimum amount of funds that you can load onto your Card is \$10 per Value Load and the maximum amount is \$2,500 per day. The maximum balance allowed on the Card is \$5,000. These restrictions may be modified by us at anytime without prior notice to you. You can add funds to your Card by:

- Visiting an Insight reload partner (a list is available at www.myinsightcard.com or by calling us);
- Transfer funds from an external deposit or loan account; or
- Automated Clearing House (“ACH”) Value Loads (e.g., direct deposit from an employer or government benefits)
- Loading cash with a Green Dot® MoneyPak® available in retailers nationwide

Using Your Insight Card

You may use your Card everywhere MasterCard debit cards are accepted or by utilizing our bill pay service on our website, subject to certain restrictions described herein. 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 will need to request a replacement Card in order to use your Card after the expiration date printed on the front of your Card. You are responsible for all transactions initiated 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. If you use your Card number without presenting your Card (such as for a mail order, telephone or Internet purchase), we will treat it the same as though you had presented the Card itself. You may not use your Card for any illegal transactions.

You are not allowed to exceed the value on your Card. In the event that a transaction exceeds the balance on your Card (creating a “negative balance”), you shall remain fully liable to us for the amount of the transaction and any applicable fees or charges and you agree to pay us for the negative balance and any applicable fees.

We reserve the right to cancel this Card should you create one or more negative balances with your Card. We may limit your purchase and cash withdrawal activity for any reason, including if we suspect fraud associated with your Card.

Some merchants do not allow cardholders to conduct what is called a “split transaction,” in which you only charge a part of the purchase to the Card and pay the remaining amount of the transaction with another source of funds. In order to conduct a split transaction (if permitted by the merchant), you will need to know the exact amount of funds available on your Card. You will then have to pay the remaining amount with another form of payment, and some merchants may require the remaining payment to be made in cash.

With certain types of purchases (such as those made at restaurants, hotels, rental car companies, or similar purchases), your Card may be “preauthorized” for an amount greater than the transaction amount to cover gratuity or incidental expenses. Any preauthorization amount will place a “hold” on your available funds until the merchant sends us the final payment amount of your purchase. Once the final payment amount is received, the preauthorization amount on hold will be removed. It may take up to twenty-one (21) days for the hold to be removed. During this time, you will not have access to preauthorized amounts. When purchasing gasoline, you must pay for your purchase inside at the service counter. Payment for fuel will not be accepted if you attempt to pay at the pump.

You do not have the right to stop payment on any purchase transaction originated by the use of your Card. If you authorize a transaction and then fail to purchase the item, the approval may result in a hold for up to twenty-one (21) days.

ATM and PIN based Transactions

We may, at our option, give you a Personal Identification Number (“PIN”). If we give you a PIN, your Card may be used at ATM machines or at Point-of-Sale (“POS”) terminals that accept MasterCard Debit, Maestro® and Cirrus®. All ATM transactions are treated as cash withdrawal transactions and are subject to a fee pursuant to the Fees Section below. You will incur additional fees for using your Card at ATM machines or POS terminals for obtaining cash and checking your balance. You should not write your PIN on, or keep your PIN with, your Card. If you believe that anyone has gained unauthorized access to your PIN, you should advise us immediately, following the procedures in the paragraph labeled “Your Liability for Unauthorized Transfers.”

Fees

All fees will be assessed and deducted from your available balance as long as there is a remaining balance on your Card, except where prohibited by law. Anytime your remaining balance is less than the fee assessed, the remaining balance on your Card will be applied to the fees. By accepting, signing, using or adding value to the Card, you agree to pay the following fees, to the extent permitted by applicable law. All fees are subject to change.

Fee Type	Fee
Card Issuance Fee	Up to \$9.95
Monthly Service Fee	Up to \$9.95 per month
Signature Purchase Fee	FREE - INCLUDED in Monthly Fee
PIN Purchase Fee	\$1
ATM Withdrawal (domestic)	\$2
ATM Inquiry Fee (domestic)	\$1
Over-the-Counter Cash Withdrawal Fee	Up to 3% of transaction with a \$5 minimum
Recurring Direct Deposit Value Load Fee	FREE
Cash Value Loads at retail locations	Up to \$5
Convenience Transfer Fee per	Up to \$3.50

\$28.50 (account to account transfers from other deposit or loan accounts)*	
Negativ Balance Fee (if applicable)	\$0.15 for every \$1 in negative balance created by each transaction up to a maximum fee of \$36
Replacement Card Fee	Up to \$9.95

* May only be able to accept Value Loads from certain external accounts.

You should always know the exact dollar amount available on your Card. Merchants do not have access to this information and cannot determine the balance on your Card. Free access to check your balance is available at www.myinsightcard.com.

International Transactions

If you obtain your funds or make a purchase in a currency other than the currency in which your Card was issued, the amount deducted from your funds will be converted by MasterCard International Incorporated into an amount in the currency of your Card. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by MasterCard International Incorporated from the range of rates available in wholesale currency markets for the applicable central processing date (which may vary from the rate MasterCard International Incorporated itself receives) or the government-mandated rate in effect for the applicable central processing date plus Bank’s currency conversion fee. Bank may assess a foreign currency conversion fee of 3% of the transaction amount and will retain this amount as compensation for its services. The 3% fee may be applied to all transactions outside the U.S., even if the transaction does not require currency conversion.

Monitoring Your Balance and Obtaining Transaction Activity

In order to minimize the fees you pay, you should carefully track your Card balance. We offer a variety of means by which you can check your transactions and your balance, including:

- Insight Alerts – real time text message of account activity
- Online balance and transaction monitoring at www.myinsightcard.com
- Toll-free, automated Card information accessible by calling the number on the back of your Card.

Receipts

You should get a receipt at the time you make a transaction using your Card. You agree to retain, verify, and reconcile your transactions and receipts.

Returns and Refunds

If you need to return an item that you purchased with the Card, the merchant will handle the return in accordance with merchant and MasterCard guidelines. The merchant may credit your Card, provide a cash refund, or issue store credit. Amounts credited to your Card may not be available for up to five (5) days from the date the refund transaction occurs.

INSIGHT ALERTS - TEXT MESSAGES

We can help you monitor your balance and transaction history when you sign up to receive Insight Alerts to your mobile phone. By signing up to receive Insight Alerts (real time text messages of account activity), we will send text messages to the mobile phone number that you provide to us every time there is activity on your Card. By agreeing to receive Insight Alerts, you agree to receive all legally required notifications via electronic means. We reserve the right to suspend or discontinue the availability of Insight Alerts at any time in our sole discretion and without prior notice.

Text functionality depends upon the configuration of your phone and your phone plan. We can only provide Insight Alerts to a mobile phone registered on a U.S. network and not to a fixed line telephone or a computer capable of receiving text messages. Some older mobile phones may not be compatible with text messaging (the mobile phone you register to receive Insight Alerts must be a digital mobile phone). You will be responsible to your phone carrier for the costs of any text messages you receive or send in connection with the Insight Alerts.

Your access and use of Insight Alerts may be interrupted from time to time for any of several reasons, including, without limitation, the malfunction of equipment, periodic updating, maintenance or repair of servers or other actions

that we, in our sole discretion, may elect to take. You understand and acknowledge that the telecommunications and email networks through which text messages are transmitted are outside our control and that we are not able to assist in resolution of problems with such networks. We cannot accept responsibility for any text messages not received by you, or any text reply messages we do not receive from you, or for any delay in the receipt or delivery of any text notification.

If you make your mobile phone available to any other individual, you agree that you are responsible for any subsequent access to the Insight Alerts. If you believe that your mobile phone has been stolen and that someone may attempt to use the Insight Alerts without your consent, you should notify us at once by calling the number on the back of your Card during Customer Service hours. It is your sole responsibility to ensure the mobile phone number you provide to us is current and accurate. Changes to your contact information can be made either online at www.myinsightcard.com or by calling the number on the back of your Card. We are not responsible for loss of messages and other consequences if you do not provide accurate up to date contact information.

STATEMENTS

Statements in electronic format will be made available free of charge at www.myinsightcard.com. You may request to have a paper statement mailed to you.

You may obtain information about the amount of money you have remaining on your Card by calling (877) 344-6744. This information, along with a 60-day history of transactions, is also available on-line at www.myinsightcard.com. You also have the right to obtain a 60-day written history of transactions by calling (877) 344-6744, or by writing us at Attn: Customer Service, 600 Beacon Parkway West, Suite 901, Birmingham, AL 35209.

CONFIDENTIALITY

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

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

OUR LIABILITY FOR FAILURE TO COMPLETE TRANSACTIONS

If we do not properly complete transactions on time or in the correct amount in accordance with our agreement with you, we may be liable for your losses or damages. However, we will not be liable if:

- Through no fault of ours, you do not have enough funds available to complete the transaction;
- A merchant refuses to accept your Card;
- An ATM terminal does not have enough cash or if it is not operating properly and you knew about the breakdown before initiating the withdrawal;
- If there is an insufficient balance because there is a hold on your Card;
- Your funds are subject to legal process or other encumbrances restricting transfer;
- Access to the Card has been blocked due to it being reported as lost or stolen;
- We have reason to believe that the transaction is unauthorized;
- Circumstances beyond our control, such as fire or flood, prevent completion of the transaction, despite reasonable precautions that we have taken; or
- Any other exception stated in our agreement with you.

In no event will we be liable for consequential damages (including lost profits), extraordinary damages, special or punitive damages.

LOST OR STOLEN CARDS

Contact us at once if you believe your Card has been lost or stolen. Telephoning toll-free at (877) 344-6744 is the best way to minimize your possible losses. You may not be liable for unauthorized use of your Card provided that you notify us within a reasonable time after learning of the loss or theft of your Card. If you notify us within two (2) business days, you can lose no more than \$50 if someone used your Card without your permission. If you do not notify us within two (2) business days after you learn of the loss or theft of your Card, and we can prove that we could have stopped someone from using your Card without your permission if you had promptly notified us, you could lose as much as \$500. However, you will not be liable for these amounts if: your Card is in good standing; you have exercised reasonable care in safeguarding your Card; and you have not reported two or more unauthorized events in the past 12 months ("Zero Liability"). This Zero Liability policy covers all MasterCard signature debit card transactions processed over the MasterCard network. ATM and PIN POS transactions are not covered under the Zero Liability policy. You agree that any unauthorized use does not include use by a person to whom you have given authority to use the Card or PIN and that you will be liable for all such uses by such person.

YOUR LIABILITY FOR UNAUTHORIZED TRANSACTIONS

Contact us at once if you become aware of a transaction that you did not make. Call the customer service number on the back of your Card or write us at the mailing address listed below. We must hear from you no later than sixty (60) days after the transaction date and/or after the statement was made available to you. If you tell us orally, we may still require you to send us your complaint or question in writing. If you do not notify us within sixty (60) days, you may not recover any value you lost after the sixty (60) days if we can prove that we could have stopped someone from making an unauthorized transaction if you had notified us in time or you are grossly negligent or fraudulent in the handling of your Card.

INFORMATION ABOUT YOUR RIGHT TO DISPUTE ERRORS

In the case of errors or questions about your Card, call us at (877) 344-6744 or write us at Attn: Customer Service, 600 Beacon Parkway West, Suite 901, Birmingham, AL 35209 as soon as you can, if you think an error has occurred on your Card. We will allow you to report an error until sixty (60) days after the earlier of the date you electronically accessed your Card, 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 (877) 344-6744 or writing us at Attn: Customer Service, 600 Beacon Parkway West, Suite 901, Birmingham, AL 35209. You will need to tell us:

- Your name and Card number;
- Why you believe there is an error, and the dollar amount involved; and
- 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 ten (10) business days.

We will determine whether an error occurred within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days for the amount you think is in error, so that you will have 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 ten (10) business days, we may not credit your account.

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. For new Cards, we may take up to twenty (20) business days to credit your account for the amount you think is in error.

We will tell you the results within three (3) business days after completing our investigation. If we decide there was no error, we will send you a written explanation. 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 (877) 344-6744 or visit www.myinsightcard.com.

CLOSING YOUR INSIGHT CARD

You may close your Card at any time. You may request a refund check (subject to a fee) be issued to you if you still have a balance on your Card. In order to allow enough time for all transactions to be cleared through our system, it may take up to ninety (90) days after Card expiration or Card closure for refund checks to be issued to you.

AMENDMENT AND CANCELLATION

We, in our sole and absolute discretion, may amend or change the terms and conditions of this Agreement at any time. You will be notified of any change in accordance with applicable law. However, any changes made for security purposes may be implemented without prior notice. We may cancel or suspend the use of your Card or this Agreement at any time.

GENERAL PROVISIONS

No Transfer

You may not transfer or assign ownership of your Card to anyone or allow anyone else to use your Card. We may transfer our rights under this Agreement.

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. You authorize us to contact you orally or in writing, by electronic messaging, or otherwise, with respect to your Card.

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.

Other

Use of your Card is subject to all the rules and regulations of any clearing house or association involved in the transactions. We do not waive our rights by delaying or failing to exercise them at any time. If any of the provisions of this Agreement are determined to be invalid or unenforceable, the validity and enforceability of the remaining provisions shall not be affected. This Agreement will be governed by the laws of the State of California except to the extent governed by federal law.

ARBITRATION PROVISION

General:

You and we agree that, unless prohibited by applicable law, either party may elect to arbitrate – and require the other party to arbitrate - any Claim under the following terms and conditions. Certain terms used in this Arbitration Provision are defined below under the heading “Definitions.”

Right To Reject Arbitration Provision: If you act promptly, you may reject this Arbitration Provision, in which event neither you nor we will have the right to require arbitration of any Claims. To reject this Arbitration Provision, you must send us a notice (“Rejection Notice”) that we receive within sixty (60) days after you activate your Card. Any Rejection Notice must be signed by you and must include your name, address and telephone number. You must mail your Rejection Notice by certified or registered mail or send it by messenger service (such as Federal Express) to Insight, LLC, Attn: Arbitration Opt-Out, 600 Beacon Parkway West, Suite 901, Birmingham, AL 35209. In the event of any dispute concerning whether you have provided a timely Rejection Notice, you must provide a signed receipt. This is the only method you can use to reject the Arbitration Provision. If the Rejection Notice is sent on your behalf by a third party, such third party must include evidence of his or her authority to submit the Rejection Notice on your behalf. Rejection of the Arbitration Provision will not affect any other aspect of this Agreement.

Important Notice And Limitations: If you or we elect to arbitrate a Claim, unless prohibited by applicable law, neither you nor we will have the right to: (1) have a court or a jury decide the Claim; (2) engage in pre-arbitration discovery (i.e., the right to obtain information prior to the hearing) to the same extent that you or we could in court; (3) participate in a class action in court or in arbitration, either as a class representative or a class member; (4) act as a private attorney general in court or in arbitration; or (5) join or consolidate your Claim(s) with claims of any other person or involving any other transaction. The right to appeal is more limited in arbitration than in court. Other rights that you would have if you went to court may also not be available in arbitration.

Definitions: The following definitions apply to this Arbitration Provision:

- “We,” “us” and “our” mean the Bank, Insight, their assignees and the parents, subsidiaries, affiliates and successors of such companies, as well as the officers, directors, agents and employees of any of the foregoing.
- “Administrator” means the American Arbitration Association (“AAA”), 1633 Broadway, 10th Floor, New York, NY 10019, www.adr.org; JAMS, 620 Eighth Avenue, 34th Floor, New York, NY 10018, www.jamsadr.org; or any other company selected by mutual agreement of the parties. If both AAA and JAMS cannot or will not serve and the parties are unable to select an Administrator by mutual consent, the Administrator will be selected by a court. The arbitrator will be appointed by the Administrator in accordance with the rules of the Administrator. However, the arbitrator must be a retired or former judge or a lawyer with at least 10 years of experience. You get to select the Administrator if you give us written notice of your selection with your notice that you are electing to arbitrate any Claim or within twenty (20) days after we give you notice that we are electing to arbitrate any Claim (or, if you dispute our right to require arbitration of the Claim, within twenty (20) days after that dispute is finally resolved). If you do not select the Administrator on time, we may do it. Notwithstanding any language in this Arbitration Provision to the contrary, no arbitration may be administered, without the consent of all parties to the arbitration, by any Administrator that has in place a formal or informal policy that is inconsistent with the subparagraph below captioned “No Class Actions” (the “Class Action Waiver”).
- “Claim” means any legal claim, dispute or controversy between you and us that: (1) cannot be resolved without a judicial or arbitration proceeding; and (2) arises from or relates in any way to the Card or this Agreement, including any dispute concerning the validity, enforceability or scope of this Arbitration Provision or this Agreement or whether any dispute is subject to arbitration. However, “Claim” does not include any Excluded Claim or Proceeding. Without limiting the above definition, the term “Claim” covers any legal claim, dispute or controversy (other than an Excluded Claim or Proceeding) arising from or relating to this Agreement or any agreement, application, disclosure, advertising or document relating to this Agreement. It includes legal claims, disputes or controversies relating to past, present or future acts or omissions. “Claim” is to be given the broadest possible meaning and includes claims of every kind and nature, including but not limited to initial claims, amended claims, new claims asserted in existing litigation,

counterclaims, cross-claims and third-party claims and claims based upon contract, tort, fraud and other intentional torts, constitution, statute, regulation, ordinance, common law and equity. It includes disputes that seek relief of any type, including damages and/or injunctive, declaratory or other equitable relief.

• “Excluded Claim or Proceeding” means any of the following claims or proceedings, which will not be subject to this Arbitration Provision: (1) any individual action brought by you in small claims court or your state’s equivalent court, unless such action is transferred, removed, or appealed to a different court; and (2) any assertion that the Class Action Waiver is invalid or unenforceable.

Starting An Arbitration: To start an arbitration, you or we must give written notice of an election to arbitrate. This notice may be given after a lawsuit has been filed and may be given in papers or motions in the lawsuit. If such a notice is given, the Claim shall be resolved by arbitration under this Arbitration Provision and the applicable rules of the Administrator then in effect.

No Class Actions: Notwithstanding any language herein to the contrary, if you or we elect to arbitrate a Claim, neither you nor we will have the right to: (1) participate in a class action in court or in arbitration, either as a class representative, class member or class opponent; (2) act as a private attorney general in court or in arbitration; or (3) join or consolidate your Claims with claims of any other person or involving any other transaction, and the arbitrator shall have no authority to conduct any such class, private attorney general or multiple-party proceeding.

Location And Costs: Any arbitration hearing that you attend will take place in a location that is reasonably convenient for you. If you cannot afford or otherwise do not want to pay the Administrator’s or arbitrator’s filing, administrative, hearing and/or other fees and cannot obtain a waiver of fees from the Administrator, we will consider in good faith any request by you for us to bear the cost of those fees. We will pay for our own attorneys, experts and witnesses and will pay the reasonable fees and charges of your attorneys, experts and witnesses if you win the arbitration. We will pay any administration fee, arbitration fees and fees and charges of attorneys, experts and witnesses if and to the extent we are required to pay such fees and charges by law or in order to make this Arbitration Provision enforceable.

Discovery; Getting Information: In addition to the parties’ rights under the Administrator’s rules to obtain information prior to the hearing, either party may ask the arbitrator for more information from the other party. The arbitrator will decide the issue in his or her sole discretion, after allowing the other party the opportunity to object.

Effect Of Arbitration Award: Any court with jurisdiction may enter judgment upon the arbitrator’s award. The arbitrator’s award will be final and binding, except for: (1) any appeal right under the Federal Arbitration Act, 9 U.S.C. §§1 et seq. (the “FAA”); and (2) Claims involving more than \$50,000. For Claims involving more than \$50,000, any party may appeal the award to a three-arbitrator panel appointed by the Administrator, which will reconsider anew any aspect of the initial award that is appealed. The panel’s decision will be final and binding, except for any appeal right under the FAA. The costs of any appeal will be borne in accordance with the paragraph above captioned “Location And Costs.”

Governing Law: This Arbitration Provision is made pursuant to a transaction involving interstate commerce and shall be governed by the FAA, and not by any state law concerning arbitration. However, notwithstanding any language elsewhere in this Agreement to the contrary, to the extent that any state law bears on the enforceability of this Arbitration Provision, the state law in question will be the law of the state where you reside when you open the Card. The arbitrator shall follow applicable substantive law to the extent consistent with the FAA, applicable statutes of limitation and applicable privilege rules, and shall be authorized to award all remedies available in an individual lawsuit under applicable substantive law, including, without limitation, compensatory, statutory and punitive damages (which shall be governed by the constitutional standards applicable in judicial proceedings), declaratory, injunctive and other equitable relief, and attorneys’ fees and costs. Upon the timely request of either party, the arbitrator shall write a brief explanation of the basis of his or her award. The arbitrator will follow rules of procedure and evidence consistent with the FAA, this Arbitration Provision and the Administrator’s rules.

Survival, Severability, Primacy: This Arbitration Provision shall survive the termination of this Agreement, the expiration or termination of the Card and the fulfillment of all our and your obligations under this Agreement. If any portion of this Arbitration Provision, other than the Class Action Waiver, is deemed invalid or unenforceable, the remaining portions shall nevertheless remain in force. If a determination is made that the Class Action Waiver is unenforceable, only this sentence of the Arbitration Provision will remain in force and the remaining provisions shall be null and void, provided that the determination concerning the Class Action Waiver shall be subject to appeal. In the event of any conflict or inconsistency between this Arbitration Provision and the Administrator’s rules or any other provision of or documents relating to this Agreement, this Arbitration Provision will govern.

Special Payment: If (1) you submit a Claim Notice in accordance with the provision of this Agreement captioned

“Notice of Claims” on your own behalf (and not on behalf of any other party); (2) we refuse to provide you with the relief you request; and (3) an arbitrator subsequently determines that you were entitled to such relief (or greater relief), the arbitrator shall award you at least \$5,100 (plus any fees and costs to which you are entitled).

This Card is issued by First California Bank pursuant to a license from MasterCard International Incorporated.

Customer Service:

Attn: Customer Service
600 Beacon Parkway West, Suite 901
Birmingham, AL 35209
(877) 344-6744
www.myinsightcard.com

EXHIBIT 7

An easier way to use your money



Your Insight Silver Prepaid MasterCard® is an easy-to-use alternative to credit cards and traditional banking. Provides the convenience of a bank card without the minimum balance, and hidden fees that banks may charge. No credit checks and no bank accounts required.

Because it's a prepaid card, you can only spend what you load onto the card. You can load your card at any Insight Reload Center. Visit InsightCards.com to find your nearest location.

Use your card everywhere MasterCard® debit is accepted, including at ATM's, online, and over the phone. Whether you want to shop or manage your spending more effectively, you'll have a simpler and easier way to use your money.

BENEFITS:

EASY TO SIGN UP

No credit check required.

24/7 CARD ACCESS

Via online, phone and **real-time text alerts** of all account activity - *You'll always know your current balance!*

FREE DIRECT DEPOSIT

Take advantage of **free** direct deposit with immediate access to your money. Ask your employer or benefits provider about setting up your direct deposit.

SAFER AND BETTER THAN CASH

Use it where cash can't go - internet shopping and making payments over the phone. Safer than carrying cash and speeds up your transactions at the register.

FREE ONLINE BILL PAY SERVICE

Drop the hassle and costs of writing checks and buying stamps. Pay your bills quickly and **free** online at myinsightcard.com.

FREE SERVICES

Get **free** Money Orders at **Checksmart**. Visit checksmart.com to find a location nearest you.

FULL-TIME SUPPORT

Friendly and knowledgeable customer service representatives are ready to answer any questions you may have about your new Insight Prepaid MasterCard®. Call 1-877-344-6744.

Money when you need it



For life's surprises, your Insight Gold Prepaid MasterCard® offers **opt-in overdraft protection**. Mistakes can happen, but with overdraft protection, you can help ensure you are covered when you need to be.

Simply get direct deposit up and going on your Insight Gold Prepaid MasterCard® and you're eligible for overdraft protection. Direct deposit is free, convenient and most importantly saves you money! No more check cashing fees, waiting in long lines, or lost checks. No bank accounts required.

BENEFITS:

Your Insight Gold Prepaid MasterCard® provides you with all the benefits of the Insight Silver Prepaid MasterCard® and much more!

OPT-IN OVERDRAFT PROTECTION

The most affordable overdraft protection feature available on a prepaid card! Unlike the big banks that charge for even the smallest oversights, the fee for overdraft protection on your Insight Gold Prepaid MasterCard® is just 15% of the overdraft amount up to a maximum of \$36. Free to enroll and you pay only when you use it. Plus, the overdraft fee is refunded if you reload your card within 24 hours of overdrafting!

FREE DIRECT DEPOSIT

Take advantage of **free** direct deposit with immediate access to your money. Ask your employer or benefits provider about setting up your direct deposit. If you have any questions about direct deposit please call 1-866-248-4799.

EASY TO SIGN UP

No credit check required.

24/7 CARD ACCESS

Via online, phone and **real-time text alerts** of all account activity - *You'll always know your current balance!*

FREE ONLINE BILL PAY SERVICE

Drop the hassle and costs of writing checks and buying stamps. Pay your bills quickly and **free** online at myinsightcard.com.

FREE SERVICES

Get **free** Money Orders at **Checksmart**. Visit checksmart.com to find a location nearest you.

BridgeAccount
YOUR BRIDGE TO FINANCIAL SECURITY



**Get your
Insight Gold
Prepaid MasterCard®
Today!**

BridgeAccount
YOUR BRIDGE TO FINANCIAL SECURITY



**Get your
Insight Silver
Prepaid MasterCard®
Today!**

Safer and more convenient than cash

Safer and more convenient than cash

EXHIBIT 8

Better Than Free

GET PAID WITH DIRECT DEPOSIT

Your Paycheck Or Benefits Checks Can Be Automatically Deposited On Your Card!

FAST

Get paid faster. Direct deposit gives you access to your money faster than check deposits. No more waiting in line to cash checks or waiting for checks to clear.

EASY

Getting started is easy. Simply take a direct deposit form to your employer or benefits provider.

FREE

Better than free! Earn \$5 in reward points for each direct deposit, up to \$120 extra money in your pocket every year!

Don't have an Insight Black Prepaid MasterCard?
Visit a Checksmart location and sign up today!

BridgeAccount
YOUR BRIDGE TO FINANCIAL SECURITY



GET \$5 FOR EACH DIRECT DEPOSIT



FOR A LOCATION NEAR YOU:
1-888-LOAN2ME • WWW.CHECKSMART.COM

* Maximum rewards in a calendar month is two. See store for details. Terms and conditions apply. Loans available to qualified Insight Prepaid MasterCard® holders and to individuals who qualify for loans and request that their loan proceeds be distributed by check. Loans are subject to approval by a third party lender that is unaffiliated with Checksmart. Cannot be combined with any other loan program offered by Checksmart or its affiliates.