



ACCOUNT RULES AND REGULATIONS

A GUIDE

TO THE

RULES AND REGULATIONS

GOVERNING YOUR

SKYLIGHT® ACCOUNTS

AND

PROTECTION SERVICES



© 2007 Skylight Financial.
Bank accounts through U.S. Bank, N.A.
U.S. Bank, N.A. Member of FDIC.

TERMS AND CONDITIONS GOVERNING THE Skylight® Debit Card Account

Please read this Agreement carefully and keep it for future reference.
It contains important information about your Account(s).

(Effective April 1, 2007)

A. General Legal Agreement:

Agreement – In this Agreement, the “Account” means the Skylight Debit Card Account, which is a deposit account held at U.S. Bank. The words “you”, “your”, or “Depositor” means those individuals and any authorized user(s) who have authority to deposit, withdraw, or exercise control over the funds in the account. The words “we” “us” or “our” means U.S. Bank National Association (“U.S. Bank”). “Skylight” refers to Skylight Financial, the servicer of your account in this Agreement; we will direct you to contact Skylight for issues, questions and other matters concerning your Account. This Agreement includes these Terms and Conditions, the Skylight Product Fee Schedule, our Privacy Policy Disclosure, and any other statements, notices, and disclosures provided to you.

The Account can only be opened by direct deposit of payroll or Government benefits and once established may receive other types of deposits as long as direct deposit of payroll or government benefits continue. Direct Deposit of Tax Refunds may activate an account with the expectation that direct deposit of payroll or Government Benefits will be received within 30 days of account activation. Use of the card constitutes acceptance of this Agreement.

You must sign the signature panel on the back of the card to make the card valid. Whether you sign the card or not does not limit your responsibility for transactions as defined in this Agreement. This Agreement remains in effect for online banking privileges.

You permit the validation of the information you have supplied to verify your identity. This Agreement is subject to applicable federal laws and the laws of the state of Ohio (except to the extent that this Agreement can and does vary such rules or laws). If any provision of this Agreement is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. We may permit some variations from our standard Agreement, but we must agree to any variation in writing to be effective.

The funds stored in your Skylight Account are FDIC Insured through U.S. Bank. Your account does not earn interest or accrue any other earnings in your Account.

B. Rules Applicable to All Accounts:

1. Liability - You agree, for yourself (and any person or entity you represent if you sign as a representative of another) to the terms of this Agreement. You agree to be liable for any account shortage resulting from charges or overdrafts, whether caused by you or another with access to this Account. This liability is due immediately. You have no right to defer payment of this liability, and you are liable regardless of whether you signed the item or benefited from the charge or overdraft. The liability includes our costs to collect the deficit including, to the extent permitted by law, our reasonable attorneys' fees.

2. Deduction of Fees - You authorize us to deduct any charges you owe us directly from the Account balance as accrued. You will pay any additional reasonable charges for services you request, which are not covered by this Agreement. Amounts you owe us may be deducted from your Account without notice, whenever sufficient funds are available. We will not be liable for dishonoring ACH debits presented for payment because of insufficient funds being in your Account as a result of deducting such amounts. Any amount you owe unposted due to insufficient funds at the time of posting may be collected at a later date without prior notice when sufficient funds are available in the Account.

3. Reservation of Right To Hold - We will place a hold on your Account when we receive notice that a transaction has been authorized against your Account. In some cases, the amount of the hold will be an estimate of the actual transaction amount. We also reserve the right to place a hold on your Account for any amount owing to us pursuant to the terms of this Agreement. Other holds may be placed as warranted by circumstances. Any hold we place on your Account will have the effect of reducing your available balance.

4. Amendments and Termination - We may change any term of this Agreement. We will give you reasonable notice in writing or by any other method permitted by law. We may also close your Account at any time upon reasonable notice to you and tender of the Account balance personally or by mail. Notice from us to any one of you is notice to all of you.

5. Our Right To Close Your Account - We may close your Account with or without cause at any time. We will give you either oral or written notice of our intention to close your Account. If given in writing, the notice will be forwarded to your last address as shown in our records, and you will have seven (7) days from the date appearing on the notice to withdraw all funds from your Account. In the case of oral notice, you will have five (5) days from the date of notice to withdraw all funds from your Account. In the event you have not withdrawn all funds in your Account within those time limits, we will close your Account and mail a check for the Account balance, after deducting all applicable fees and charges, to your last address shown in our records. Closing your Account does not release you from paying accrued fees or liability for items in process. We may in our discretion close your Account without prior notice to you if your Account has a negative balance, or if we have a reasonable basis to believe that you are involved in an activity that may result in a loss to us. Any waiver by us of our right to close your Account for a reason, which constitutes cause shall not be a waiver prospectively of our right at a later time to close your Account for the same or similar reason. We may close, without notice, any demand deposit accounts with a negative or zero balance and no activity for ninety (90) consecutive days. We further reserve the right to reject any deposit, which is made to a closed account by returning the item or by crediting the item to another active account you have with us. We reserve this right notwithstanding that the deposit may have been processed at our data processing center and/or you were given a receipt for the deposit. The deposit receipt shall not constitute acceptance

of funds in such instance and we shall have no liability to you for any items returned unpaid which are drawn on a closed account even if you attempt to make a deposit to the account.

6. Setoff - Without prior notice and except as prohibited by law, we may set off the funds in your Account against any debt you owe us. You agree to hold us harmless from any claim arising as a result of our exercise of our right of setoff.

7. Legal Process Against Your Account - We have the right to comply with any tax levy or garnishment request from the Internal Revenue Service, any state department of revenue or any other governmental agency. We may honor such levy or garnishment requests to the extent that we have no claim to the money.

We may freeze your Account until such time as we are instructed to release the levy or garnishment or until we remit, or are ordered to remit, the funds to the appropriate governmental agency or department. We are also authorized, upon receipt of any notice of lien, process in attachment, garnishment, execution or other legal proceeding relating to you or your Account, to withhold payments of as much of the balance in your Account as may be the subject of such notice or process and to pay such amount to the court, creditor or other party in accordance with applicable state or federal law. We may also, in our discretion, place a hold on your Account for a reasonable period of time to give the parties or us an opportunity to file any additional legal proceedings or to informally resolve the action involving the Account. You understand and agree that we will not be liable for dishonoring checks, drafts or other items because of insufficient funds in your Account due to a hold placed on your account or resulting from service charges, setoffs, levies, garnishments, lien claims, or other legal process. If we incur any expense, including, without limitation, administrative costs, reasonable attorneys' fees or any costs of litigation in responding to any legal proceeding relating to you or your Account that is not otherwise reimbursed, we may charge such expenses to your Account without prior notice to you. In addition, we may deduct a fee prior to complying with any legal process served on your Account. If there are insufficient funds in your Account to reimburse us fully, you will be liable for the balance. Any legal actions against your Account are subject to our security interest and right of setoff. All funds held in a joint account can be used to satisfy any legal process against you or your Account notwithstanding any claim or assertion of actual ownership of the funds in the Account.

8. Death or Incompetence - Neither your death nor a legal adjudication of incompetence revokes our authority to accept, pay or collect items until we are notified of the fact of death or of an adjudication of incompetence and have a reasonable opportunity to act on it. Even with knowledge we may, for ten (10) days after the date of death, or adjudication of incompetence, pay debits drawn on or before said date unless ordered to stop payment by a person claiming an interest in the Account.

9. Unauthorized Printing and Use of Checks - You may not print checks using your Account number and our routing number. Accordingly, we reserve the right not to honor such checks and return such checks unpaid.

10. Arbitration of Disputes - This section does not apply to any dispute in which the amount in controversy is within the jurisdictional limits of, and is filed in, a small claims court. This section does apply to any appeal from a decision of a small claims court. These arbitration provisions shall survive closure of your account or termination of all business with us.

Arbitration Rules: If you or we elect to arbitrate a dispute concerning your account, the dispute will be decided by arbitration under the Commercial Arbitration Rules of the American Arbitration Association. If this arbitrator or these arbitration rules are not available, then we will use a comparable substitute arbitration procedure and/or arbitration organization that does business on a nationwide basis. Any arbitration hearing that you attend will be in the federal judicial district where you reside.

Arbitration Process: Arbitration involves the review and resolution of the dispute by a neutral party. The arbitrator's decision will generally be final and binding. At your request, for claims relating to consumer accounts, we will advance the filing and hearing fees for any claim you file against us; the arbitrator will decide whether we, or you, will ultimately pay those fees. Arbitration can only decide our or your dispute and cannot consolidate or join claims of other persons who may have similar claims. There will be no authority or right for any disputes to be arbitrated on a class action basis.

Effects of Arbitration: If either of us chooses arbitration, neither of us will have the right to litigate the dispute in court or have a jury trial. In addition, you will not have the right to participate as a representative or member of any class of claimants pertaining to any dispute subject to arbitration.

YOU WILL NOT HAVE THE RIGHT TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION, AND THE ARBITRATOR SHALL HAVE NO AUTHORITY TO ARBITRATE ANY CLAIMS ON A CLASS ACTION BASIS. AN ARBITRATION CAN ONLY DECIDE OUR OR YOUR CLAIM AND MAY NOT CONSOLIDATE OR JOIN THE CLAIMS OF OTHER PERSONS WHO MAY HAVE SIMILAR CLAIMS. IF ANY PROVISION OF THIS SECTION IS RULED INVALID OR UNENFORCEABLE, THIS SECTION SHALL BE RENDERED NULL AND VOID IN ITS ENTIRETY.

Notice: You and we had a right or opportunity to litigate disputes through a court and have a judge or jury decide the disputes but have agreed instead to resolve disputes through binding arbitration.

11. Agreement not to Bring or Participate in Class Actions - To the extent not prohibited by law, you agree that you will not bring, join or participate in any class action as to any claim, dispute or controversy you may have against us, or Skylight. You agree to the entry of injunctive relief to stop such a lawsuit or to remove you as a participant in the suit. This Agreement does not constitute a waiver of any of your rights and remedies to pursue a claim individually and not as a class action in binding arbitration as provided above.

12. Survival - The two preceding paragraphs on Arbitration of Disputes and Agreement Not to Bring or Participate in Class Actions shall survive the closing of your Account and the termination of this Agreement.

13. Account Closing Procedures - You agree to notify us in writing via mail at Skylight, PO Box 467428, Atlanta, GA 31146-7428, that you are closing your Account. In addition, you agree to pay all fees and charges due to us before your Account can be closed. If your Direct Deposit payments have been provided by a government or federal agency for deposit to your Account, and you close that Account, **You** must notify the government, federal agency or employer to redirect your payment to the financial institution of your choice. The government, federal agency or employer will not accept instructions from us on your behalf to redirect your payment.

14. Fees - You agree to pay fees for your transfers or for the right to make transfers as described on the **Skylight Product Fee Schedule** provided as a part of your new account package. Agreements between certain employers and Skylight may subsidize all or part of certain fees for that company's employees enrolled in the Skylight ATM Card Account. Other items not part of a company-sponsored agreement for the Account are fully and wholly the individual account holder's responsibility, due and payable to Skylight without reservation.

15. Statements - We will periodically make available to you a statement of your Account showing the transactions that occurred during the period covered by the statement. **This may be electronically delivered or a paper statement mailed to you, depending on the account program.** If you choose not to review your statement, or you provide us with an incorrect address for receipt of statements, you are still responsible for statements and messages we make available to you. You must examine your statement of account with "reasonable promptness". If you discover (or reasonably should have discovered) any unauthorized transactions, you must promptly notify us of the relevant facts. If you fail to report any unauthorized transactions or other errors within 60 days of when we first send or make the statement available to you, you will be liable for all funds transfers that occur after the 60-day period expires if we could have prevented such transaction had you reported it to us within the 60-day period. If a good reason (such as a long hospital stay) kept you from reporting unauthorized transactions, we may extend this time period.

a. Alternative to Periodic Statements: You may obtain information about the amount of money you have remaining in your payroll card account by calling 1-800-686-3363. This information, along with a 60-day history of account transactions, is also available on-line at http://www.skylight.net/olb_entrance.asp.

You also have the right to obtain a 60-day written history of account transactions by calling 1-800-686-3363, or by writing us at PO Box 467428, Atlanta, GA 31146-7428.

b. Absence of Periodic Statements: No periodic statements will be provided to cardholders receiving non-recurring incentive based payments or other non-primary sources of salary or compensation such as final payments or other one-time payments unrelated to compensation.

However, all transactions involving the transfer of funds to or from the Skylight debit card are covered by Regulation E, even if a particular transaction involves payment of a bonus, other incentive-based payment, or reimbursement, or the transaction does not represent a transfer of wages, salary, or other employee compensation.

16. Unauthorized Transactions

Duty to Safeguard Account. You have a duty to safeguard access to your Account, Account information or any Account ATM Card. You agree to report any lost or stolen card or any unauthorized transaction on your account immediately upon discovery.

Duty to Cooperate. If you report any unauthorized transaction on your Account, you agree to cooperate with us in our investigation of the claim. This includes preparing an affidavit or statement containing whatever information we require concerning the Account, the transaction and the circumstances surrounding the loss.

You also agree to file a criminal report against any suspected wrongdoer and waive any claims against us if you fail to do so or if you enter into any settlement, compromise or restitution agreement with the wrongdoer without our consent.

17. Non-Sufficient Funds - An "NSF item" is an item that is presented for payment against your account when there is an insufficient collected balance in your account to cover the item. An NSF item shall include a withdrawal made through the use of an ATM debit card, ACH, point of sale transaction, or other electronic transaction. An NSF item which has not been covered by courtesy overdraft protection will trigger a service charge regardless of whether we pay the NSF item or dishonor it.

We will not be required to honor an NSF item and may return it. We have no duty to notify you prior to dishonor.

You agree to promptly deposit sufficient funds to cover NSF items and any service charges, as soon as we give notice of the NSF item. You further agree to reimburse us for any costs we incur in collecting the NSF item including, without limitation, reasonable attorneys' fees and costs of litigation to the extent permitted by law. As to multiple party accounts, you agree that you are jointly and severally liable for any NSF item paid by us. We may deduct funds sufficient to cover NSF items and any service charges from other accounts held by you or any other joint owner on the Account, if a multiple party Account. Our determination of the Account balance before returning an item may be made at any time between presentation and our return deadline, with only one review of the Account required. As a courtesy, we may elect to pay items into overdraft. For each item paid an NSF fee as described on the current **Skylight Product Fee Schedule** will be charged. You have the ability to decline this courtesy service. If you do not wish us to honor any NSF item, you must contact Skylight at 800-686-3363, PO Box 467428, Atlanta, GA 31146-7428. The honoring of one or more NSF items does not obligate us to honor any future NSF items on your Account, and you should not rely on us to honor an NSF item.

C. Privacy Policy - How We Respect Your Right To Keep Information Private And Confidential.

By separate disclosure, we will provide you with the terms of our privacy policy.

D. Electronic Funds Transfer Disclosure:

1. Consumer Liability - Tell us AT ONCE if you believe your card or PIN has been lost or stolen. Calling us at 1-800-686-3363 is the best way of keeping your possible losses down. You could lose all the money in your account. If you tell us within 2 business days, you can lose no more than \$50.00 if someone used your card or PIN without your permission.

If you do NOT tell us within 2 business days after you learn of the loss or theft of your card or PIN and we can prove we could have stopped someone from using your card or PIN without your permission if you had told us, you could lose as much as \$500.00.

Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time.

If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

2. Contact in Event of Unauthorized Transfer - If you believe your card or PIN has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call: **1-800-686-3363** or write to:

Skylight Fraud Division
PO Box 467428
Atlanta, GA 31146-7428

3. Business Days - Our business days are Monday through Friday 8:30AM - 5:30PM (Eastern Time) Holidays are not included. You may also contact the Customer Care Center twenty-four hours a day, seven days a week, 365 days a year (Sunday through Saturday from 12:00 AM - 11:59 PM) Eastern Time.

4. Account Access - Your Account has been opened to receive electronic deposits such as wire transfers, Tax Refunds, Payroll Direct Deposit and Federal or State Benefit Payments. Aside from these electronic deposits, only MoneyGram® ExpressPayments® and U.S. Postal Money Orders payable to Skylight with clear instructions to credit your Account name and number will be accepted for deposit into the Account. Checks may **NOT** be written nor drawn on the account. Cash is **NOT** accepted. Withdrawal of funds from the Account are limited to automatic teller machines (ATM), purchases at participating retail merchants that accept cards for point-of-sale (POS), pre-authorized direct payments (ACH Debits) transfers between your primary and sub-account or bank-to-bank wire transfer of funds. Some of these services may not be available at all terminals. Online banking privileges are permitted for transfer of funds between your primary and subaccount only. You will be charged for each online transfer between your Accounts. (See Online Banking Access Agreement, Section C for Fee Schedule).

Limitation on the Dollar Amount of Transfers: You may use your Card to withdraw up to \$1,000.00 each calendar day at any participating ATM or POS terminal. Some ATM owners may have limits lower than this amount to be dispensed at one time from their machine. The withdrawal limit starts at 3:31 P.M. Eastern Time each calendar day and ends at 3:30 P.M. Eastern Time the next calendar day. Transactions will be charged at the rate described in the Fees section of this disclosure. Some ATM owners impose an additional transaction fee unrelated to our fees and charges. These charges will be assessed to your account.

Other Limitations: You may be denied the use of Card if you (1) exceed the daily withdrawal limit, (2) do not have adequate funds in your account, (3) do not enter the correct Personal Identification Number (PIN), or (4) exceed the frequency of usage limitation. The receipt provided by the ATM or POS Terminal will notify you of the denial. There is a limit on the number of such denials permitted. Excessive attempts to exceed the number or dollar limits may result in retention of your Card.

5. Fees - See B. 14. The Skylight Product Fee Schedule is provided as a separate document.

6. Confidentiality - We will disclose information to third parties about your account or the transfers you make:

- a. Where it is necessary for completing transfers, or
- b. In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant, in accordance with your written permission;
- c. In order to comply with government agency or court orders, including subpoenas, regulatory examinations and escheat or custodial reports;
- d. In order to permit outside auditors to confirm the existence and/or accuracy of your Account information;
- e. For other reasonable business purposes; or
- f. If you give us your written permission.

7. Documentation -

- a. **Terminal transfers:** You can get a receipt at the time you make any transfer to or from your account using automated teller machines (ATM) or point-of-sale (POS) terminals.
- b. **Pre-authorized credits:** If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, the person or company will tell you every time they send us the money or you can call us at 1-800-686-3363 to find out whether or not the deposit has been made.
- c. **Periodic statements:** You will get a monthly account statement (unless there are no transfers in a particular month). In any case you will get the statement at least quarterly.

8. Preauthorized Payments - Right to stop payment and procedure for doing so. If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here's how:

Call us at 1-800-686-3363, or write us at Skylight, PO Box 467428 Atlanta, GA 31146-7428, in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call. We will charge you for each stop-payment order you give. (See Skylight Product Fee Schedule). You may request stop payment of an ACH debit through our online banking, which will remain in effect for six months or until the item has been stopped. We will charge you for each stop payment you enter through online banking. (See Online Banking Access Agreement, Section C for Fee Schedule).

Notice of varying amounts: If these regular payments may vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.

Liability for Failure to Stop Payment of Pre-authorized Transfer. If you order us to stop one of these payments 3 business days or more before the transfer is scheduled and we do not do so, we will be liable for your losses or damages. For single internet-initiated (WEB) entries and telephone entries you must request the stop payment in time to allow us a reasonable opportunity to act upon the stop payment order prior to receiving the debit entry, or we will not be liable for your losses or damages.

9. Our Liability - If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- a. If, through no fault of ours, you do not have enough money in your account to make the transfer.
- b. If the automated teller machine (ATM) where you are making the transfer does not have enough cash.
- c. If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
- d. If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- e. Online Banking transfer failures caused by the equipment, software, Skylight or by Internet browser providers such as Netscape (Netscape Navigator browser) and Microsoft (Microsoft Explorer browser) or Internet access providers or by Online service providers or by an agent or subcontractor of any of the foregoing. Nor shall we, or the service providers, be responsible for any direct or indirect, special or consequential, economic or other damages arising in any way out of the installation, use or maintenance of the equipment, software, the Online Financial Services, or Internet browser or access software.

10. Error Resolution Notice - Modified Requirements:

In case of errors or questions about your payroll card account, or if you think an error has occurred in your payroll card account, please contact us immediately:

Telephone us at 1-800-686-3363,
Write us at PO Box 467428, Atlanta, GA 31146-7428, or
E-mail us at contact@skylight.net.

We must allow you to report an error until 60 days after the earlier of the date you electronically access your account, if the error could be viewed in your electronic history, or the date we sent the FIRST written history on which the error appeared. You may request a written history of your transactions at any time by calling us at 1-800-686-3363 or writing us at PO Box 467428, Atlanta, GA 31146-7428. You will need to tell us:

- Your name and account number.
- Why you believe there is an error, and the dollar amount involved.
- Approximately when the error took place.

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

We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days for the amount you think is in error, so that you will have the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account.

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

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation.

You may ask for copies of the documents that we used in our investigation.

If you need more information about our error-resolution procedures, call us at 1-800-686-3363, email us at contact@skylight.net, or visit us at www.skylight.net and choose the Terms & Conditions link.

SAVE THE RECEIPTS YOU ARE GIVEN WHEN YOU USE YOUR SKYLIGHT CARD AND CHECK THEM AGAINST THE ACCOUNT STATEMENT YOU RECEIVE FROM US.

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

12. ATM Security Procedures - As with all financial transactions, please exercise discretion when using an automated teller machine (ATM) or point-of-sale (POS) location. For your own safety, be careful. The following suggestions may be helpful.

1. Minimize your time at the ATM or POS facility.
2. Always save your ATM receipts. Don't leave them at the ATM or POS location because they may contain important account information. Mark each transaction in your account register, but not while at the ATM or POS location.

3. Compare your records with the account statements you receive from us.
4. Don't lend your ATM card to anyone.
5. Remember, do not leave your card at the ATM. Do not leave any documents at the location.
6. Protect the secrecy of your Personal Identification Number (PIN). Protect your ATM card as though it were cash. Don't tell anyone your PIN. Don't give anyone information regarding your ATM card or PIN over the telephone. Don't write your PIN where it can be discovered. For example, don't keep a note of your PIN in your wallet or purse.
7. Prevent others from seeing you enter your PIN by using your body to shield their view.
8. If you lose your ATM card or if it is stolen, promptly notify us. You should consult the above information in this disclosure for additional information about what to do if your card is lost or stolen.
9. When you make a transaction, be aware of your surroundings. Look out for suspicious activity near the ATM or POS location, especially if it is after sunset. At night, be sure that the location (including the parking area and walkways) is well lighted. Consider having someone accompany you when you use the location, especially after sunset. If you observe any problem, go to another ATM location.
10. Don't accept assistance from anyone you don't know when using an ATM or POS location.
11. If you notice anything suspicious or if any other problem arises after you have begun an ATM transaction, you may want to cancel the transaction, pocket your card and leave. You might consider using another ATM or coming back later.
12. Don't display your cash; pocket it as soon as the ATM transaction is completed and count the cash later when you are in the safety of your own car, home, or other secure surrounding.
13. At a drive-up facility, make sure all the car doors are locked and all of the windows are rolled up, except the driver's window. Keep the engine running and remain alert to your surroundings.
14. Remember your safety from personal harm or financial loss is at risk. Use Caution!

E. Electronic Funds Transfer Agreement: This Agreement governs electronic fund transfers. An electronic fund transfer is any transfer of funds initiated through an electronic terminal, telephone, computer, or magnetic tape for the purpose of instructing the Bank to debit or credit your account(s). Electronic fund transfers include, but are not limited to, point-of-sale (POS) transactions; ATM transfers, preauthorized deposits and payments to or from your deposit accounts using one of the means above; telephone transfers and transfers initiated through your personal computer.

An ATM Card is a card, personal identification code, or other means of access to a consumer's deposit or credit account, which may be used to initiate electronic fund transfers. ATM Cards include, but are not limited to, your Skylight Card and Personal Identification Number (PIN) when used to conduct electronic fund transfers, and any other means by which you may initiate an electronic fund transfer.

You may request, verbally or by other authorized means, the ability to conduct electronic fund transfers for your account(s). We may refuse to issue an ATM Card to any customer, and we may terminate ATM Card privileges with or without cause or notice unless otherwise required by law. If we issue an ATM Card to you, you agree to use the ATM Card in accordance with this Agreement and Disclosures, any separate agreement and disclosure provided in connection with the issuance of any particular ATM Card, and any agreement governing your accounts.

1. Verification of Transaction - Transaction records issued with respect to an electronic fund transfer will be subject to verification and adjustment in accordance with the rules and regulations of the Bank and applicable law. Where there is a conflict between a transaction record and the Bank's record, the Bank's record shall control.

2. Multiple Party Accounts - If more than one person requested electronic fund transfer services, each person will be bound by this Agreement and will be responsible for paying all amounts owed as a result of this Agreement.

3. Overdrafts - We may refuse any withdrawal or transfer request, which you attempt which is for an amount greater than your available account balance. The fact that we may honor withdrawal requests that overdraw the available account balance does not obligate us to do so later. If an item is presented without sufficient funds in your account to pay it, we may, at our discretion, pay the item (creating an overdraft) or return the item. The amount of the insufficient funds fee is disclosed elsewhere. We encourage you to make careful records and practice good account management.

4. Point-of-Sale Transactions - If you use your ATM Card to conduct point-of-sale (POS) transactions, you authorize us to debit the account linked to your ATM Card, and you agree that the use of your ATM Card with any merchant, whether or not you have signed any sales authorization, will constitute a simultaneous withdrawal from and/or demand for payment on the account, even though the transaction may not actually be posted to that account until a later date.

5. Terminating This Agreement - You may terminate this Agreement at any time by notifying us in writing and no longer using your ATM Card. Termination of this Agreement will not affect your obligations under this Agreement, even if we allow any transaction to be completed with your ATM Card after this Agreement has been terminated.

6. Changing the Agreement - Unless otherwise required by applicable law, we may change the terms of this Agreement from time to time by giving you notice of the change.

7. Notices - All notices from us will be effective when we have mailed them or delivered them to the last address that we have for you in our records. Notices from you will generally be effective once we receive them at Skylight, PO Box 467428, Atlanta, GA 31146-7428; but notices under the Section entitled "Contact

in Event of Unauthorized Transfer” will be effective once you have done whatever is necessary to give us the information needed - such as by telephoning or mailing a notice to us.

8. Attorney's Fees - If we file a lawsuit to collect what you owe us, you will be responsible for our reasonable expenses of collection, including court costs and attorney's fees to the extent permitted by law.

F. Funds Availability: Funds deposited through ACH by 5:00 P.M. EST on the banking day prior to the settlement date will be available for withdrawal at the opening of business on the settlement date. Funds deposited through ACH after 5:00 P.M. EST on the banking day prior to the settlement date will be available for withdrawal on the settlement date. Wire Transfers received today by 2:00 P.M. EST will be posted and available for withdrawal today. Wire Transfers received today after 2:00 P.M. EST will be posted and available for withdrawal the next business day. We DO NOT accept cash or any type of check for deposit. Other items accepted for deposit to your account are limited to; 1) Payment using MoneyGram® ExpressPayment®* service: use receive code 2821, your account number and name (Deposits made using MoneyGram ExpressPayment service must be received by Skylight during the business hours of 7:30 A.M. - 11:00 P.M. EST, Monday through Friday** for same day availability.), or 2) U.S. Postal Money Orders made payable to the order of “Skylight”, if received by 2:00 PM Eastern Standard Time, Monday through Friday, with clear instructions to deposit to your account number and name. Deposits of U.S. Postal Money Orders will only be accepted by mailing to Skylight, PO Box 467428, Atlanta, GA 31146-7428. Funds will be made available for those items on the first business day after the day we receive your deposit. Once the funds are available, you can withdraw them in cash at ATM or point-of-sale (POS) locations. For purposes of these disclosures every day is a business day except Saturdays, Sundays, and Federal holidays. A new account may NOT be activated with a wire, MoneyGram ExpressPayment or U.S. Postal Money Order prior to the receipt of payroll or government benefit direct deposit.

*MoneyGram and ExpressPayment are registered marks of MoneyGram.

**Limited to \$1,000.00 per transaction with weekly maximum of \$1,000.00 per week, Monday through Sunday. Prices subject to change at anytime.

G. Taxpayer Identification:

1. Taxpayer Identification Number - The Taxpayer Identification Number for a U.S. citizen or an eligible resident alien individual is a Social Security Number. For resident or non-resident alien individuals who do not have, or are ineligible for a Social Security Number, the Taxpayer Identification Number is an “IRS Individual Taxpayer Identification Number” (ITIN). For sole proprietorships, the Taxpayer Identification Number may be either their Social Security Number or their Employer Identification Number. For estates and trusts the Taxpayer Identification Number is their Employer Identification Number. If you do not have a Taxpayer Identification Number, obtain Form SS-5, Application for a Social Security Card (for individuals) from your local office of the Social Security Administration, or Form SS-4, Application for Employer Identification Number (for businesses and all other entities) from your local IRS office, or Form W-7, Application for IRS Individual Taxpayer Identification Number (for individuals who are ineligible to obtain a Social Security Number).

2. Alien Individuals - For purposes of this section, the term *alien individual* means an individual who is not a citizen or national of the United States. An IRS Individual Taxpayer Identification Number (ITIN) is a taxpayer identifying number issued to an alien individual by the Internal Revenue Service for use in connection with filing requirements. ITIN's are generally issued to *non-resident aliens*. In most cases, *resident aliens* must supply a Social Security Number. If a *resident alien* is ineligible to obtain a Social Security Number, an ITIN must be furnished. If you do not have a Social Security Number or an ITIN, you may apply for one using a Form SS-5, Application for a Social Security Card, or Form W-7, Application for IRS Individual Taxpayer Identification Number, or any other form authorized by the IRS. If you are a *non-resident alien* individual, you must also furnish your passport, or some other government document to verify your identity.

3. Penalties - Failure to Furnish Taxpayer Identification Number. If you fail to furnish a TIN, we may refuse to open an account for you. We may close an account, which was opened for you without a TIN if you fail to subsequently provide a TIN. Third party public databases will be used to verify the validity of the TIN you provided. If we are unable to verify your identity your account will be closed.

4. Criminal Penalty for Falsifying Information - Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

5. Misuse of TIN's - If you disclose or use TINs in violation of federal law, you may be subject to civil and criminal penalties. **For additional information, contact your tax consultant or the Internal Revenue Service.**

H. Bank Secrecy Act Requirements: Banks are required to maintain a record of wire transfers of \$3,000 and greater. Skylight's policy is to maintain a record of all wire transfers. These records must be made available to the U.S. Treasury Department upon request. The Bank Secrecy Act and its amendments, especially the Money Laundering Control Act, define money laundering and certain other activities as crimes. Financial institutions, financial institution employees, and individuals may all be subject to prosecution for evading the reporting requirements. There are both civil and criminal penalties associated with violations of these regulations that may carry significant monetary fines and imprisonment. We realize that the procedures we are required by federal law to implement to obtain this information may result in an inconvenience to you. Your cooperation and understanding are appreciated.

I. Truth-In-Savings Disclosure - The Account is a non-interest-bearing deposit account. There is NO minimum balance required to open or maintain the account, or to avoid imposition of a fee. In order to be eligible for this account you must activate the account with direct deposit. Fees that may be charged to your account are described in the Skylight Product Fee Schedule.

J. USA PATRIOT Act: Customer Identification

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

**ADDITIONAL TERMS AND CONDITIONS
GOVERNING THE
Skylight Visa® Debit Card**

This section provides additional terms and conditions applicable to your Visa Debit Card. These terms and conditions are in addition to all other terms and conditions provided in this Agreement. Where the following terms conflict with other terms, these terms shall prevail. The Visa Debit Cards are issued at the sole discretion of Skylight Financial.

A. Additional Rules Applicable to the VISA Debit Card:

1. Disputes with Merchants - If you use your Card at a merchant, and a dispute with the merchant arises, you agree to make a good faith effort to settle the dispute with the merchant. Any unresolved dispute may be sent to us in writing for assistance in settlement. Except as expressly provided for pre-authorized payments in these Terms and Conditions, you cannot stop payment to merchants for transactions made through the use of your Card.

Please also review preceding **Section D.10 Error Resolution Notice** for error resolution procedures in the event of a lost or stolen card or reporting unauthorized transaction(s) on your account.

2. Returns and Refunds - If you are entitled to a refund for any reason for goods or services obtained with a Visa Debit Card, you agree to accept credits to your Visa Debit Card in place of cash.

3. Schedule of Fees - You agree that the fees and charges provided to you in your **Skylight Product Fee Schedule**, provided to you in your new card package, apply to your Visa Debit Card and your usage, and you authorize Skylight Financial to deduct the applicable amount from your Account balance.

4. Foreign Currency Transactions - The amount of any transaction in a foreign currency will be converted to U.S. dollars. You understand that the exchange rate in effect when the charge is processed may differ from the rate in effect on the date of the transaction or posting to your account. Our cost for a VISA foreign currency transaction will be the sum of the following:

a. The amount in the foreign currency times an exchange rate in effect one day prior to the processing date that is:

- i) the government-mandated rate (if there is one), or
- ii) a wholesale market rate (if there is no government mandated rate), plus

b. One percent (1%) times the resulting dollar amount.

The amount we will charge your account will be our cost for the transaction and will be included on your periodic statement.

5. Visa's Zero Liability Program - You have complete liability protection for all card transactions that take place on Visa's Network. Should someone steal your card number while shopping, online or off, you pay nothing for the fraudulent activity. If fraudulent activity is noticed on your card, you must promptly report it. The Zero Liability policy covers all of your Visa Debit Card transactions processed over the Visa network, online or off. ATM and non-Visa-branded PIN transactions are not covered under the Zero Liability policy.

Under this program, we will extend a provisional credit for your losses from unauthorized use of your Visa Debit Card within five business days of notification of the loss.

Please also review preceding **Section D.10 Error Resolution Notice** for error resolution procedures in the event of a lost or stolen card or reporting unauthorized transaction(s) on your account.

6. Using Your Visa Debit Card -

a. Subject to Elan Financial Services' satisfaction of its obligations as a Visa Member you may use your Visa Debit Card to:

- (i) Pay for goods or services, or both, at merchants who accept Visa Debit Cards at Interlink merchants ("point-of-sale transactions").
- (ii) Obtain cash from participating financial institutions ("over-the-counter transactions").
- (iii) Perform transactions on any ATM worldwide bearing the Visa, Pulse, Interlink and/or Plus logos, and any ATM in the United States bearing the Allpoint logo. Some of these services may not be available at all terminals.

b. You may use your Visa Debit Card only after activation. Using your Visa Debit Card and selected PIN, you may withdraw cash from ATMs bearing the VISA, Pulse, Interlink and/or Plus logos worldwide and at ATMs in the United States bearing the Allpoint logo. You may also use your Visa Debit Card to purchase goods and services at Interlink merchants, which are predominantly located in the United States. Some Interlink merchants may allow you to use your Visa Debit Card for cash-back on purchases. You may change your PIN, check your balance and transaction activity and initiate other customer service requests by calling the toll-free Cardholder Services number indicated on the back of your card or provided to you on your card carrier.

c. A PIN may not be needed in order to purchase goods or services at merchant locations that accept VISA cards. There is a panel on the back of the Visa Debit Card for your signature. You should sign this panel on your Visa Debit Card as soon as you receive it to help protect your Visa Debit Card from unauthorized use. However, your responsibility for transactions with the Visa Debit Card, as described in these Terms and Conditions, does not depend on whether or not you sign your Visa Debit Card.

7. Increased Accessibility - You may use your Visa Debit Card to access funds anywhere Visa Debit Card transactions are accepted, such as domestic and international automatic teller machines (ATM), purchases, both PIN and Signature based, at participating retail merchants that accept Visa Debit cards for point-of-sale (POS), pre-authorized direct payments (ACH Debits) and transfers between your Visa Debit Cards. Other funds disbursements may include over-the-counter cash advances, mail order/telephone order (MOTO),

Internet purchases, and transfers from your Visa Debit Card to other financial institutions. Some of these services may not be available at all terminals.

8. Fees - See the Skylight Visa Fee Schedule that was provided to you in your new card package.

9. Sharing Your Information - We may provide personal data to Visa, its Members, or their respective contractors for purposes of providing Emergency Cash & Emergency Card Replacement. Your consent to release this information is necessary for these purposes.