

**INSTANT ISSUE PREPAID VISA® GIFT CARD  
CARDHOLDER AGREEMENT**

**PLEASE SIGN YOUR CARD IMMEDIATELY.**

**THE CARD IS NOT A CREDIT CARD.**

**PREPAID FUNDS ARE NOT ACCOUNTS OR DEPOSITS OF  
WEST SUBURBAN BANK, DO NOT EARN INTEREST AND  
ARE NOT INSURED BY THE FEDERAL DEPOSIT  
INSURANCE CORPORATION.**

**DO NOT TELL ANYONE YOUR PIN.  
YOU ARE RESPONSIBLE FOR SAFEGUARDING YOUR PIN  
AND CARD NUMBER.**

These TERMS AND CONDITIONS OF USE AND CARDHOLDER AGREEMENT (this "Agreement") and the fee and limit schedule accompanying this Agreement ("Schedule of Fees and Limits") constitute our disclosure to you and an agreement between you and us with respect to our issuance and your use of the enclosed prepaid Visa instant issue gift card ("Card"). Your Card allows electronic access to your prepaid funds and may not be reloaded. The value available on the Card at any one time (your "Available Balance") is limited to the dollar amount of prepaid funds, less withdrawals and amounts deducted for purchases and fees. Your Available Balance is not stored on the Card itself. Instead, it is stored on our computer system. With the Card, you may access your Available Balance at certain automated teller machines ("ATMs") and merchant point-of-sale ("POS") locations everywhere Visa debit cards are accepted.

In this Agreement, "you" or "your" means the purchaser of the Card and, as assignee, any person who has received the Card and is authorized to use it as provided for in this Agreement, and "we", "us" or "our" means West Suburban Bank and its successors and assigns. You acknowledge and agree that: (a) you are a U.S. citizen or legal alien residing in one of the 50 states of the U.S. or the District of Columbia with a verifiable U.S. mailing address and (b) you are at least 18 years of age (at least 19 years of age if you are a resident of a state in which the age of majority is 19).

You will be deemed to have accepted the Card and the terms and conditions of this Agreement if you: (a) sign the back of the Card; or (b) purchase or use the Card. If you are underage, your parent or guardian may enter into this Agreement, and you can be the Cardholder. PLEASE READ THESE TERMS AND CONDITIONS OF USE CAREFULLY AND KEEP THEM FOR FUTURE REFERENCE.

This Card is issued by West Suburban Bank pursuant to a license from Visa U.S.A. Inc. It is our property and we may revoke the Card at any time without cause or notice. You must surrender a revoked Card and you may not use an expired or revoked Card. You must notify us promptly if the Card is lost, stolen or otherwise taken from your control.

This Agreement is governed by applicable federal laws, rules and regulations. To the extent federal law is not applicable, the laws of the State of Illinois govern this Agreement. In the event of any conflict between the provisions of this Agreement and any applicable law or regulation, this Agreement will be deemed modified to the extent necessary to comply with such law or regulation. We may waive any of the provisions or conditions of this Agreement, but any such waiver will be effective only on that occasion and will not be a continuing

waiver or a waiver on any other occasion. We can delay enforcement of any of our rights under this Agreement without losing them.

**Section 1. CONTACT INFORMATION.**

Tell us IMMEDIATELY if your Card has been lost or stolen. If you believe your Card has been lost or stolen or that someone has accessed or may access money from your Card without your permission, call or write us at the telephone number or address listed below. Call us toll-free 24 hours a day, 7 days a week at 866-490-0652. Write us at:

West Suburban Bank  
701-711 South Meyers Road  
Lombard, Illinois 60148  
Attention: Stored Value Program

Since we do not collect or maintain personal information about you in our files, you must be able to provide us with your Card number and PIN and recent transaction information in order for us to be able to assist you.

**Section 2. USING YOUR CARD.**

You may use your Card only after you activate it in the manner provided in the instructions accompanying your Card. Using your Card and PIN, you may withdraw cash from any of the more than 1,400,000 ATMs worldwide. You may also use your Card to purchase goods and services everywhere Visa debit cards are accepted. The balance available for authorizing transactions with your Card is the lesser of your Available Balance or any dollar limitation disclosed for the transaction being performed. The Available Balance will be reduced by the amount of any ATM withdrawal or purchase.

**PIN Selection.** Your Card may come with a pre-selected PIN or, in certain circumstances, we may send you a pre-selected PIN in a separate mailing. You will need your PIN to access your funds at ATMs or for purchases. You can select a new PIN by calling us toll-free at 866-490-0652 and following the instructions. Your PIN may also be changed at [www.prepaidcardholder.com](http://www.prepaidcardholder.com). You will be required for validation purposes to provide the pre-selected PIN if you change your PIN over the telephone or online. Your new PIN will become active immediately. Be sure to choose a PIN that is easy for you to remember but difficult for someone else to guess. Customer service representative-assisted Card activation and PIN selection services are available 24 hours a day, 7 days a week. A fee in the amount indicated on the Schedule of Fees and Limits will be imposed each time you use this service.

**Limitations on Use.** You may use your Card only in the manner and for the purposes authorized by this Agreement. You may not use your Card for any illegal purpose, and you may not resell your Card. We may restrict access to your Card if we notice suspicious activities. If access is denied, you should contact us so that we can discuss and rectify any problems. You are responsible for all authorized transactions using your Card.

You may not use your Card to make a purchase in excess of your Available Balance. If for any reason a purchase occurs that exceeds the value on the Card, you are responsible for repaying us in full, and you authorize us to check your credit history and take any necessary collection action. We may automatically deduct any amount you owe under this Agreement from a future

transfer of value to the Card. If we are required to undertake legal proceedings against you because you fail to comply with the terms of this Agreement, you must pay our reasonable attorneys' fees and other costs of the proceedings.

**Authorizations and Holds.** Any entity honoring your Card will be required to obtain approval or authorization for any transaction in accordance with the rules of Visa U.S.A., Inc. When an authorization is issued, a thirty-day hold may be placed on the value on the Card in the amount of the authorization. When you use your Card in a tipping environment (at restaurants, bars, barber or beauty shops or for taxis or limos), the amount of authorization may include a tip of up to 20%. A ninety-day hold may be placed on the value on the Card in the amount of the preauthorization request made by hotels and rental merchants. If the authorization request varies from the amount of the transaction the merchant subsequently submits to the Visa system, settlement of the transaction may not remove the hold, which may remain on the Card until the hold days have expired. If your Card is subject to a hold, the value on the Card that is subject to the hold will not be available for other purposes.

**Card Loading.** Your Card is loaded with pre-paid funds. It may not be reloaded.

**ATM Usage.** Your use of the Card for withdrawals of cash from ATMs is limited by the Available Balance on your Card. Your aggregate daily ATM withdrawal limit is set forth on the Schedule of Fees and Limits.

**Foreign Exchange.** If you use your Card for a transaction denominated in a foreign currency, the transaction will be converted to its U.S. dollar equivalent then deducted from your Available Balance. We will convert the foreign currency transaction in accordance with procedures in effect at the time the transaction is processed at a rate determined by Visa U.S.A., Inc. or another recognized system. Visa determines the exchange rate based on a rate selected by Visa from the range available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives, or the government-mandated rate in effect for the applicable central processing date. A surcharge of 3% will be assessed for all transactions originated in a foreign country.

**POS Usage.** You may use your Card to pay for purchases at retail establishments that have agreed to accept the Card and/or are equipped with a POS terminal that accepts PIN based purchases. Your Available Balance limits your use of the Card. You do not have the right to stop payment on any purchase transaction originated by use of your Card. We are not responsible for any injury to you or to anyone else caused by any goods or services purchased or leased with your Card. **YOU ARE RESPONSIBLE FOR RESOLVING ALL DISPUTES CONCERNING THE QUALITY OF GOODS OR SERVICES PURCHASED FROM THE MERCHANT THAT ACCEPTED YOUR CARD.**

**Balance and Activity Information.** You will not receive regular periodic statements with respect to your Card. You are responsible for keeping track of the transactions on your Card to ensure that you do not exceed your Available Balance. You can review your Available Balance and Activity Report by calling toll-free 866-490-0652 or visiting [www.prepaidcardholder.com](http://www.prepaidcardholder.com). This information is available to you 24 hours a day, 7 days a week. You can also obtain Available Balance information at participating ATMs around the world.

**PIN Protection.** You agree to take all necessary steps to protect your PIN and to never disclose your PIN to anyone, except to individuals associated with us who assist you with your Card. For security purposes, never write your PIN on the Card and never carry a record of your PIN in your purse or wallet. If

you permit someone else to handle your Card and you give that person your PIN, we will treat this as if you had authorized the person given your PIN the right to use your Card and you will be responsible for any transactions initiated by such person with your Card.

**Card Expiration.** Your Card will expire on the date indicated on its face. If there are any funds remaining on the Card after expiration, you may choose to transfer the funds to another stored value card or, if you wish to be reimbursed for amounts remaining on your Card that you cannot otherwise use, you may write us at the address in Section 1, and we will send you a check. In either event, an administrative fee will be charged to close your Card.

### Section 3. FEES AND CHARGES.

We may charge the following fees in the amounts indicated on the Schedule of Fees and Limits provided with your Card. The amount of any fee will be deducted from the Available Balance at the time the fee becomes due or as otherwise indicated.

**Card Activation/Issuance Fees.** There may be a fee each time we activate or issue a card.

**Monthly Maintenance Fees.** After you activate your Card, there may be a monthly maintenance fee.

**PIN Selection Fees.** There may be a fee each time you change or select a PIN.

**ATM Transaction Fees.** ATM transactions (including withdrawals and balance inquiries) may be performed using your Card subject to applicable fees, which vary based on the type of transaction. The amounts of such fees will be deducted from your Available Balance at the time the fee becomes due.

**POS Transaction Fees.** There may be a fee each time you use your Card to make a purchase. The amount of such fee may vary based on the type of transaction.

**Cash Advance Fees.** You may be able to receive a cash advance on your Card at financial institutions throughout the world subject to applicable fees.

**Customer Service Access Fees.** There may be a fee each time you access either our automated or live customer service.

**Online Access Fees.** There may be a fee each time you access your Available Balance or Activity Report online or you request a paper statement.

**Lost or Stolen Card Fees.** There may be fees charged for the replacement of any lost or stolen Card and for express delivery of a replacement Card. These fees will be deducted from the Available Balance remaining on the Card at the time a replacement Card is issued.

**Administrative Fee to Close Card and Transfer or Pay Funds.** An administrative fee may be charged to transfer funds to another card or close your Card and pay you amounts remaining on your Card.

**Overdraft Fee.** A fee may be imposed in the event your Available Balance has a negative amount.

**Returned Item Fees.** A fee may be imposed for each initiated transfer of funds to your Card that is returned to us unpaid. Any such fee will be deducted from the Available Balance, along with the amount of the transfer.

**Card-on-File Fee.** After you activate your Card, there may be a monthly card-on file fee. This fee will be waived until the expiration date on your Card.

**Section 4. DISCLOSURE OF CARD INFORMATION TO THIRD PARTIES.** We do not collect or maintain personally identifiable information about you in our files. We will disclose information to third parties about your Card or the transfers you make:

- Where it is necessary for completing the transfers; or
- Where there has been unauthorized use of your Card; or
- In order to comply with government agency or court orders; or
- As provided in the enclosed insert relating to our information collection and sharing practices and policies.

In addition, Cardholder information may be provided to Visa for the purposes of providing certain services, including emergency cash or emergency Card replacement. PLEASE REFER TO THE ENCLOSED INSERT FOR ADDITIONAL INFORMATION CONCERNING OUR INFORMATION COLLECTION AND SHARING PRACTICES AND POLICIES.

**Section 5. OTHER DOCUMENTATION.** You will get a receipt at the time you use your Card to make any withdrawal at an ATM or any purchase at a retail merchant establishment.

**Section 6. TELEPHONE AND INTERNET ACCESS TO INFORMATION.** You may display your Available Balance or an Activity Report by going to [www.prepaidcardholder.com](http://www.prepaidcardholder.com) on the Internet, or you may hear the information by calling toll-free 866-490-0652. Customer service representatives are available 24 hours a day, 7 days a week. A fee in the amount indicated on the Schedule of Fees and Limits will be imposed each time you use these services.

**Section 7. PREAUTHORIZED TRANSFERS.** Unless it is a specific feature of your Card, you will not be able to make preauthorized regular payments with your Card.

**Section 8. OUR LIABILITY.** If we do not complete a transfer from your Card on time or in the correct amount according to our Agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- If through no fault of ours, an ATM or a merchant refuses to honor your Card.
- If through no fault of ours, you do not have enough money in your Available Balance to make the withdrawal or purchase.
- If the ATM where you are making a withdrawal does not have enough cash.
- If the terminal or system was not working properly and you knew about the breakdown when you started the transaction.
- If circumstances beyond our control (such as flood or fire or an act of war or an event of terrorism) prevent the transfer, despite reasonable precautions that we have taken.
- There may be other applicable exceptions.

**Section 9. ERROR RESOLUTION.** A record detailing your use of your Card ("Activity Report") may be communicated to you at [www.prepaidcardholder.com](http://www.prepaidcardholder.com) on the Internet, or accessed by you calling toll-free 866-490-0652. In case of errors or questions about your Card or if any Activity Report shows transactions that you did not make, call us as soon as you can at 866-490-0652 or write us at:

Bankcard Services  
Prepaid Dispute Department  
P.O. Box 1481  
Madison, Wisconsin 53701

We must hear from you no later than 60 days after we communicated the FIRST Activity Report on which the problem or error appeared.

- Tell us your name and Card number.
- Describe the error or the transaction you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

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

We will generally tell you the results of our investigation 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 calendar days to investigate your complaint or question. If we decide to do this, we will re-credit your Card within 10 business days for the amount you think is in error so that you will have use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not re-credit your Card. If we decide that there was no error, we will send you a written explanation within 3 business days after we finish our investigation. You may ask for copies of documents that we used in our investigation.

**Section 10. YOUR LIABILITY FOR UNAUTHORIZED USE.** IF YOU BELIEVE THAT YOUR CARD HAS BEEN STOLEN, OR THAT SOMEONE HAS TRANSFERRED OR MAY TRANSFER MONEY FROM YOUR CARD WITHOUT YOUR PERMISSION, CALL US AT ONCE TOLL-FREE AT 866-490-0652. Calling is the best way to keep your losses down. If your Card has been lost or stolen, we will close your Card to minimize losses.

If you do NOT contact us promptly after you learn of the loss or theft of your Card or PIN, and we can prove your notice could have stopped someone from using your Card, you could lose as much as \$50 (or, if less, the full amount of value stored on the Card). Under Visa's zero liability policy: you must reasonably demonstrate that you exercised reasonable care in safeguarding your Card and PIN from risk of loss and theft; your Card must be in good standing (e.g., not presently or recently overdrawn, and not presently or recently under suspicion of possible illegal or suspicious use); we cannot have received more than one other report of unauthorized use of your Card in the last 12 months; and, if we do not collect personal information about you, for your security, you must be able to provide information about your Card transactions so that we may verify that you are in fact the Cardholder. For this policy to apply, the unauthorized use of your Card must have been processed directly through Visa and not through another financial institution's or a third party's non-Visa ATM or POS network.

**Section 11. AMENDMENT.** We can change this Agreement, including all fees, at any time, and such changes will be binding on you. If required by law, we will give you written notice of the change prior to the effective date of the change. However, if the change is made for security purposes or as a result of changes in fees, changes or costs imposed by any party other than us, we can implement it without prior notice. Your use of the Card constitutes acceptance of any amendment implemented by us.

**Section 12. OUR RIGHT TO SET-OFF.** If you ever owe us money as a borrower, guarantor, or otherwise, and it becomes

due, we have the right under the law (called set-off) to use the money from your account to pay the debt. We may charge against any of your accounts any debt you owe us, now or in the future, without going through any legal process or court proceedings.

**Section 13. TERMINATION.** We reserve the right to terminate this Agreement or any of the services that are described herein. If we discontinue honoring your Card, you should call us at 866-490-0652 for further instructions. You may, at any time, terminate this Agreement, or any of the services to which you subscribe by giving us written notice. Termination will not affect any of our rights or your obligations arising under this Agreement prior to termination.

**Section 14. ARBITRATION.** PLEASE READ THIS PROVISION OF THE AGREEMENT CAREFULLY. IT PROVIDES THAT ANY DISPUTE MAY BE RESOLVED BY BINDING ARBITRATION. ARBITRATION REPLACES THE RIGHT TO GO TO COURT, INCLUDING THE RIGHT TO A JURY AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING. IN ARBITRATION, A DISPUTE IS RESOLVED BY AN ARBITRATOR INSTEAD OF A JUDGE OR JURY. ARBITRATION PROCEDURES ARE SIMPLER AND MORE LIMITED THAN COURT PROCEDURES.

**Agreement to Arbitrate.** Either you or we or any Related Third Party may, without the other's consent, elect mandatory, binding arbitration for any claim, dispute, or controversy between you and us or any Related Third Party (called "Claims"). Throughout this Section 14, the terms you and we include our Related Third Parties.

#### **Claims Covered.**

- **What Claims are subject to arbitration?** All Claims relating to your Card, a prior related account, or our relationship are subject to arbitration, including Claims regarding the application, enforceability, or interpretation of this Agreement and this arbitration provision. All Claims are subject to arbitration, no matter what legal theory they are based on or what remedy (damages, injunctive or declaratory relief) they seek. This includes Claims based on contract, tort (including intentional tort), fraud, agency, negligence, statutory or regulatory provisions, or any other sources of law; Claims made as counterclaims, cross-claims, third-party claims, interpleaders or otherwise; and Claims made independently or with other claims. A party who initiates a proceeding in court may elect arbitration with respect to any Claim advanced in that proceeding by any other party. Claims and remedies sought as part of a class action, private attorney general or other representative action are subject to arbitration on an individual (non-class, non-representative) basis, and the arbitrator may award relief only on an individual (non-class, non-representative) basis.
- **Whose Claims are subject to arbitration?** Not only ours and yours, but also Claims made by or against anyone connected with us or you or claiming through us or you, such as a co-applicant or authorized user of your Card, Card distributors and processors (specifically including Check into Cash), an employee, agent, representative, affiliated company, predecessor or successor, heir, assignee, or trustee in bankruptcy (collectively, the "Related Third Parties").
- **What time frame applies to Claims subject to arbitration?** Claims arising in the past, present, or future, including Claims arising before the opening of your Card, are subject to arbitration.

- **Broadest interpretation.** Any questions about whether Claims are subject to arbitration shall be resolved by interpreting this arbitration provision in the broadest way the law will allow it to be enforced. This arbitration provision is governed by the Federal Arbitration Act (the "FAA").
- **What about Claims filed in Small Claims Court?** Claims filed in a small claims court are not subject to arbitration, so long as the matter remains in such court and advances only an individual (non-class, non-representative) Claim.

#### **How Arbitration Works.**

- How does a party initiate arbitration? The party filing an arbitration must choose one of the following arbitration firms and follow its rules and procedures for initiating and pursuing an arbitration: American Arbitration Association or National Arbitration Forum. Any arbitration hearing that you attend will be held at a place chosen by the arbitration firm in the same city as the U.S. District Court closest to your then current billing address, or at some other place to which you and we agree in writing. You may obtain copies of the current rules of each of the three arbitration firms and forms and instructions for initiating an arbitration by contacting them as follows:

American Arbitration Association  
225 North Michigan Avenue, Suite 2527  
Chicago, IL 60601-7601  
Web site: [www.adr.org](http://www.adr.org)

National Arbitration Forum  
P.O. Box 50191  
Minneapolis, MN 55405  
Web site: [www.arbitration-forum.com](http://www.arbitration-forum.com)

At any time you or we may ask an appropriate court to compel arbitration of Claims, or to stay the litigation of Claims pending arbitration, even if such Claims are part of a lawsuit, unless a trial has begun or a final judgment has been entered. Even if a party or a Related third Party fails to exercise these rights at any particular time, or in connection with any particular Claims, that party or Related Third Party can still require arbitration at a later time or in connection with any other Claims.

- **What procedures and law are applicable in arbitration?** A single, neutral arbitrator will resolve Claims. The arbitrator will be either a lawyer with at least 10 years experience or a retired or former judge, selected in accordance with the rules of the arbitration firm. The arbitration will follow procedures and rules of the arbitration firm in effect on the date the arbitration is filed unless those procedures and rules are inconsistent with this Agreement, in which case this Agreement will prevail. Those procedures and rules may limit the discovery available to you or us. The arbitrator will take reasonable steps to protect customer information and other confidential information if requested to do so by you or us. The arbitrator will apply applicable substantive law consistent with the FAA and applicable statutes of limitations, will honor claims of privilege recognized at law, and will have the power to award to a party any damages or other relief provided for under applicable law. You or we may choose to have a hearing and be represented by counsel. The arbitrator will make any award in writing and, if requested by you or us, will provide a brief statement of the reasons for the award. An award in arbitration shall determine the

rights and obligations between the named parties only, and only in respect of the Claims in arbitration, and shall not have any bearing on the rights and obligations of any other person, or on the resolution of any other dispute.

Attn: Legal Department  
201 Keith Street SW, Suite 80  
Cleveland, TN 37311

Your written notice must include your name, address, and either your social security number or the sixteen (16) digit card number printed on the front of your Card, and a statement that you wish to opt-out of arbitration for any Claim that would otherwise be subject to this arbitration section.

- **Who pays?** If we file for arbitration, we will pay the initial filing fee. If you file for arbitration, you may choose to pay the initial filing fee, or upon your written request to us, we will pay the initial filing fee on your behalf. Also, you may be eligible for a fee waiver under the applicable rules of the arbitration firm. If you have paid the initial filing fee and you prevail, we will reimburse you for that fee. If there is a hearing, we will pay any fees of the arbitrator and arbitration firm for the first day of that hearing. All other fees will be allocated as provided by the rules of the arbitration firm and applicable law. However, we will advance or reimburse your fees if the arbitration firm or arbitrator determines there is good reason for requiring us to do so, or if you ask us and we determine there is good reason for doing so. Each party will bear the expense of that party's attorneys, experts, and witnesses, and other expenses, regardless of which party prevails, but a party may recover any or all expenses from another party if the arbitrator, applying applicable law, so determines.
- **Who can be a party?** Claims must be brought in the name of an individual person or entity and must proceed on an individual (non-class, non-representative) basis. The arbitrator will not award relief for or against anyone who is not a party. If you or we require arbitration of a Claim, neither you, we, nor any other person may pursue the Claim in arbitration as a class action, private attorney general action or other representative action, nor may such Claim be pursued on your or our behalf in any litigation in any court. Claims, including assigned Claims, of two or more persons may not be joined or consolidated in the same arbitration. However, applicants, co-applicants, authorized users on a single account and/or related accounts, or corporate affiliates are here considered as one person.
- **When is an arbitration award final?** The arbitrator's award is final and binding on the parties unless a party appeals it in writing to the arbitration firm within fifteen days of notice of the award. The appeal must request a new arbitration before a panel of three neutral arbitrators designated by the same arbitration firm. The panel will consider all factual and legal issues anew, follow the same rules that apply to a proceeding using a single arbitrator, and make decisions based on the vote of the majority. Costs will be allocated in the same way they are allocated for arbitration before a single arbitrator. An award by a panel is final and binding on the parties after fifteen days have passed. A final and binding award is subject to judicial review and enforcement as provided by the FAA or other applicable law.
- **When and how can you "opt-out" of this arbitration section and choose not to arbitrate?** You may choose to opt-out of and not be subject to arbitration, but only by following the process set-forth below. If you do not wish to be subject to arbitration, then you must notify us in writing within thirty (30) calendar days of the date you purchase the Card by sending a written notice to the following address:

Check Into Cash, Inc.