

## California Middle Class Tax Refund Cardholder Agreement

Customer Service Contact Information

**Address:**

Money Network Financial, LLC  
2900 Westside Parkway  
Alpharetta, GA 30004

**Website:** [www.mctrpayment.com](http://www.mctrpayment.com)

**Phone Number:** 1.800.240.0223

**Hearing Impaired:** 1.800.240.0226

Important Notices:

- 1) **Your Card will be funded upon activation of the Card.**
- 2) **Your Card has a “Valid Thru” date printed on the front of the card indicating the expiration date of your Card. Any replacement card will have the same Valid Thru date. When your Card expires, any remaining balance on your Card will be returned to the State of California.**
- 3) **This Agreement contains an Arbitration Clause (see “Arbitration Clause” Section 9(b)) requiring all claims to be resolved by binding arbitration. In the Arbitration Clause, there is a process for opting out of arbitration.**

This Cardholder Agreement (“Agreement”) sets forth the terms and conditions under which the California Middle Class Tax Refund Card (“Card”) has been issued to you by My Banking Direct, a service of Flagstar Bank, N.A., Member FDIC by authorization of the California Franchise Tax Board (“Government Agency”) based in part on the Government Agency’s determination of your income eligibility. “You” and “your” mean the person or persons who have received the Card and are authorized to use the Card as provided for in this Agreement. “We,” “us,” and “our” mean Flagstar Bank, N.A.. This Card will remain our property 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.

### 1. Fees & Transaction Limits

<b>Fee-Based Services and Transactions:</b>	
ATM Withdrawals   Out-of-Network   Domestic	\$1.25 This is our fee for withdrawing cash from an ATM that is not an in-network ATM. You may also be charged an additional fee by the ATM operator, even if you do not complete a transaction. To find in-network ATMs, use the ATM locator at <a href="http://www.mctrpayment.com">www.mctrpayment.com</a> .
ATM Withdrawals   International	\$1.25 This is our fee for withdrawing cash from an ATM outside the United States. Conversion and exchange rates also apply. Additional International Service Assessment or Cross Border Assessment may also apply to this transaction.
Transfer to External Bank Account	\$7 + 3.5% of Transferred Amount. We charge transfer fees

International	consisting of a fee of up to \$7.00 plus a mark-up on the exchange rate of up to 3.5%. The transfer fees may be less depending on the amount transferred and market conditions. Applicable transfer taxes will also be charged. The exact amount of transfer fees and transfer taxes charged by us will be disclosed to you before you complete the transaction. Your transaction is subject to an exchange rate conversion, and may be subject to additional fees and taxes, from 3rd parties.
Over the Counter Cash Withdrawal	\$1.25 This is our fee we assess when you withdraw cash at a financial institution that honors cards with card association logo on the front of your card.
Visa International Service Assessment	2% of Transaction Amount. This fee applies if the transaction is initiated in a currency other than U.S. dollars and a currency conversion rate applies.
Visa Cross Border Assessment	0.8% of Transaction Amount. This fee applies if the transaction is initiated in U.S. dollars at a merchant with a non-U.S. country Code.
Reissuance of Lost/Stolen Card	\$2 This fee applies if you request a replacement Card. We will waive the first and second Replacement of Lost / Stolen Card fees.
Priority Shipping Fee	\$8 This fee applies if you request that your replacement Card be expedited. Replacement of Lost / Stolen Card Fee also applies.
<b>Transaction Limits:</b>	
ATM Withdrawal Limit	\$600 per transaction (bank or ATM operator limits may be lower).
Transfer to External Bank Account   Domestic or International	\$600 per transaction.
Over the Counter Cash Withdrawal	\$600 per transaction
For security and regulatory reasons, we may further limit the number, type or dollar amount of transactions you may make using your Card account or suspend the use of your Card account and/or Card.	

## 2. About Your Card

Your Card will be funded upon activation of your Card. Your Card has a “Valid Thru” date indicated on the front of the Card. The last day of the month indicated after “Valid Thru” is your Card’s “Expiration Date.” Your Card will no longer work after the Expiration Date. After your Card has been funded, you will have access to the funds until the Expiration Date. Following the Card’s Expiration Date, any remaining balance will be returned to the Government Agency, as required by the Better for Families Act of 2022.

You do not have the ability to add funds to the Card. You should treat your Card with the same care as you would treat cash. Your Card account does not constitute a checking or savings account and is not connected in any way to any other account you may have. Your Card is not a credit card. You will not receive any interest on the funds in your Card account. The funds in your Card account will be insured by the Federal Deposit Insurance Corporation (“FDIC”), subject to applicable limitations and restrictions of such insurance.

You may access your Card via the Money Network Mobile Application or [www.mctrpayment.com](http://www.mctrpayment.com) (“Website”). Your Card will be pre-registered with limited personal information provided to us by the Government Agency.

### 3. Using Your Card

#### *a. Accessing Funds and Limitations.*

You must activate your Card prior to use by calling the Customer Service phone number at the top of this Agreement. The funds accessible to you are provided by the Government Agency, not by us. The Government Agency is fully responsible for ensuring funds are available to be loaded to your Card. For Cards with more than one cardholder's name, only the person listed first ("Primary Cardholder") may activate the Card.

You may use the Card to purchase goods and services wherever Visa debit cards are accepted. Each time you use your Card, you authorize us to reduce the value available on your Card by the amount of the transaction plus any applicable fees.

You may use your Card to obtain cash at automated teller machines (ATMs). There will be no fee for withdrawing cash from active participants in the Allpoint® or MoneyPass® networks as identified by the locator available on the Website. You can also obtain cash from certain out-of-network ATMs for the fees set out in Section 1 of this Agreement. You may use your Card to obtain cash by presenting it over-the-counter in banks or other financial institutions that accept Visa cards in exchange for cash for the fee set out in Section 1 of this Agreement.

Each time you use your Card, you represent and warrant to us that you are either the Cardholder or an authorized user of the Card. If you permit someone else to use your Card, we will treat this as if you have authorized such use and you will be responsible for any transactions made subject to such use.

In no event may the Card be used to conduct illegal transactions. For security reasons, we may limit the amount or number of transactions you can make on the Card. We may refuse to process any transaction that we believe may violate the terms of this Agreement.

#### *b. International Transactions*

If you make a purchase in a currency or country other than in U.S. dollars or in the United States ("International Transaction"), the amount deducted from your Card account will be converted by the network or Card association that processes the transaction into an amount in U.S. dollars. The rate they choose is either: (i) selected from the range of rates available in wholesale currency markets (which may vary from the rate the association itself receives), or (ii) the government-mandated rate in effect for the applicable central processing date. The conversion rate selected by the network is independent of any fee that we charge as compensation for our services. You will be charged a fee for International Transactions in U.S. dollars as disclosed in Section 1 of this Agreement. If the International Transaction results in a credit due to a return, we will not refund any fee that may have been charged on your original purchase.

#### *c. Personal Identification Number ("PIN")*

To set or change your PIN, please call Customer Service. Never share your PIN with anyone and do not enter your PIN into any terminal that appears to be modified or suspicious. If you believe that there has been unauthorized access to your PIN, you should advise us immediately, following the procedures in Section 5, labeled "Lost, Stolen, or Compromised Card; Unauthorized Transactions."

#### *d. Obtaining Card Balance Information & Transaction History*

You may obtain information about the amount of money you have remaining on your Card by calling

Customer Service. This information, along with your transaction history, is available online at the Website.

*e. Authorization Holds*

You do not have the right to stop payment on any purchase transaction originated by use of the Card. With certain types of purchases (such as those made at restaurants, hotels, 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. During this time, you will not have access to preauthorized amounts. Once the final payment amount is received, the preauthorization amount on hold will be removed. If you authorize a transaction and then fail to make a purchase of that item as planned, the approval may result in a hold for that amount of funds.

*f. Returns and Refunds*

If you are entitled to a refund for any reason for goods or services obtained with your Card, the return and refund will be handled by the merchant. If the merchant credits your Card, the credit may not be immediately available. While merchant refunds are posted to your Card account as soon as they are received, we have no control over when a merchant sends a credit for the refund transaction and the refund may not be available for a number of days after the date the refund transaction occurs.

*g. Receipts*

You may wish to retain receipts as a record of transactions. Receipts will be required if you need to verify a transaction.

*h. Split Transactions and Other Uses*

If you do not have enough funds available in your Card account, you can instruct the merchant to charge a part of the purchase to the Card and pay the remaining amount with another form of payment. These are called “split transactions.” Some merchants do not allow cardholders to conduct split transactions. Some merchants will only allow you to do a split transaction if you pay the remaining amount in cash.

If you use your Card number without presenting your Card (such as for an internet transaction, a mail order or a telephone purchase), the legal effect will be the same as if you used the Card itself.

You are not allowed to spend more than the balance on your Card. If you attempt to use the Card when there are insufficient funds associated with it, the transaction will generally be declined. Nevertheless, if a transaction exceeds the balance of the funds available in your Card account, you shall remain fully liable to us for the transaction amount and agree to pay us promptly for the negative balance. We also reserve the right to cancel this Card and close your Card account should you create one or more negative balances with your Card.

#### **4. Replacement Cards**

If your Card is lost or has been stolen prior to the Expiration Date, you should call Customer Service immediately to request a replacement card. Any replacement card will have the same expiration date as the original card. We assess a fee for issuing replacement cards. Please see Section 1 for more information on the fee we charge and in what instances we waive that fee. Upon notifying us that your Card has been lost or stolen, we will deactivate your Card, and any transactions authorized with your Card or Card number will be declined until you activate your replacement card.

## 5. Lost, Stolen, or Compromised Card; Unauthorized Transactions

If you believe your Card or PIN has been lost, stolen, or compromised, or an unauthorized transaction has been made using the information from the Card without your permission, contact Customer Service **immediately**. **We may not be able to assist you if you do not contact us within 60 days after the unauthorized transaction.** If we replace a lost, stolen, or compromised Card, we will charge the Reissuance of Lost/Stolen Card fee identified in Section 1 of this Agreement unless a fee waiver applies. Any fees applicable to reissuance of the Card will be deducted from the balance on the Card.

Under Visa's Zero Liability Policy, your liability for unauthorized transactions on your Card account is \$0.00 if you are not grossly negligent or fraudulent in the handling of your Card. These provisions limiting your liability do not apply to debit transactions not processed by Visa or foreign ATM withdrawals.

## 6. Confidentiality

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

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

Your information will not be shared for marketing purposes.

## 7. No Warranties and Limitation of Liability

We are not responsible for the quality, safety, legality, or any other aspect of any goods or services purchased with a Card. Further, we will not be liable: (1) If, through no fault of ours, you do not have enough funds available on the Card to complete the transaction; (2) If a merchant refuses to accept the Card; (3) If an electronic terminal where you are making a transaction does not operate properly; (4) If access to the Card has been blocked after you reported the Card lost, stolen, or compromised; (5) If circumstances beyond our control (such as fire, flood or computer or communication failure) prevent the completion of the transaction; or (6) For any other exception stated in our Agreement with you. Except as required under applicable law or otherwise stated in this Agreement, neither we nor any of our respective affiliates or agents will be liable for damages arising from or relating to your use of the Card or this Agreement that exceed an amount equal to the sum of the Card balance plus any fees paid by you to us under this Agreement.

## 8. Legal Notices

### *a. English Language Controls*

Translations of this Agreement that may have been provided are for your convenience only and may not accurately reflect the original English meaning. To the extent there is a conflict between the translated version and the English version of this Agreement, the English version will control.

### *b. Amendment; Cancellation; Termination*

We may amend or change the terms of this Agreement at any time, subject to applicable law. You will be notified of any change in the manner required by applicable law prior. However, if the change is made for security purposes, we can implement such change without prior notice. You may close your Card account at any time by contacting Customer Service. Your termination of this Agreement will not affect any of our rights or your obligations arising under this Agreement prior to termination. Our obligations to you under this Agreement terminate upon your use of the all the funds on the Card or the expiration of the Card.

*c. Other Terms*

The Card and your obligations under this Agreement may not be assigned. We may transfer our rights under this Agreement. Use of your Card is subject to all applicable rules and customs of any clearinghouse or other association involved in transactions. We do not waive our rights by delaying or failing to exercise them at any time (for example, assessing a fee less than described, or not all, for any reason does not waive our right to begin charging the fee as set forth in this Agreement without notice). If any provision of this Agreement shall be determined to be invalid or unenforceable under any rule, law, or regulation of any governmental agency, local, state, or federal, the validity or enforceability of any other provision of this Agreement shall not be affected. This Agreement will be governed by the law of the state of New York except to the extent governed by federal law.

**9. Jury Trial Waiver and Arbitration**

*a. Jury Trial Waiver*

To the extent permitted by law, you and we knowingly and voluntarily waive any right to trial by jury in the event of litigation arising out of or related to this Agreement. This Jury Trial Waiver does not modify in any fashion the Arbitration Clause set forth in the following section, which contains its own jury trial waiver.

*b. Arbitration Clause*

You can opt out of this Arbitration Clause within 60 calendar days from activating the Card. You must send the opt out notice in writing to Flagstar Bank, N.A.. Attn: Money Network Arbitration Opt- Outs, 102 Duffy Avenue, Hicksville, NY 11801 (“Notice Address”). This Arbitration Clause governs any dispute that would usually be decided in court and are between us and you, aside from the validity and coverage of this Arbitration Clause. Arbitrations will be conducted under the rules of the arbitration administrator, as chosen by us. Arbitration may be brought by you or us, and we will not demand arbitration if you bring an individual action in small claims court. In addition to the Jury Trial Waiver above, you also waive your rights to be a class member or bring suit in a class action or class arbitration. In order to commence an arbitration, the party bringing the dispute must send the notice and complaint in writing. You must send your notice to the Notice Address. After receiving notice, the other party has 30 days to attempt to resolve the issue before a suit or arbitration commences. We will pay all costs associated with administering an arbitration brought by you in good faith, if you cannot get a waiver and ask us to pay. Further, we will pay legal fees and costs if you win or as required by law or the arbitrator. This Arbitration Clause will stay in force if your Card is closed or we assign our rights under this Agreement. This Arbitration Clause and any rights to appeal or requests for information will be governed by the Federal Arbitration Act and the rules of the arbitrator.

Money Network Visa Program Card is issued by My Banking Direct, a service of Flagstar Bank, N.A., Member FDIC, pursuant to a license from Visa U.S.A. Inc. Card is serviced by Money Network Financial, LLC.