

CARDHOLDER AGREEMENT AND DISCLOSURE

IMPORTANT—PLEASE CAREFULLY READ

This Cardholder Agreement and Disclosure (this “Agreement”) covers your rights, our rights, and rights of our affiliates and representatives, relating to your election to participate in the Platinum Pay Card Program (the “Program”), and, the issuance to you, and your use of, the Platinum Pay Card, the Platinum Cash Card or the Platinum Now Card. (the “Card”).

The Card is issued by Palm Desert National Bank pursuant to a license from Visa U.S.A., Inc. (applicable to Visa® branded cards)

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

1. Receipt of Payment via the Card. Your company or employer (your “Company”) will transfer funds (the “Funds”) due to you (the “Funds”), to an account maintained at a depository institution that is a member of the FDIC (the “Bank”). You can in turn access your Funds through your use of the Card.

2. Availability of Funds. Your Funds will become available to you via the Card after your Company has transferred those Funds to the Bank. You may use your Card only to the extent that you have available Funds. You can call us at 1-866-770-2151 to determine whether the transfer has occurred or to get your current card account balance.

3. No Interest on Your Funds. You will not receive any interest on your Funds.

4. Card Usage. We generally offer the following array of services to Cardholders (“Cardholder Services”)

- **Automated Teller Machine (“ATM”) Services.** You may use your Card at an ATM that bears the network logos that appear on the back of your Card or to inquire about the amount of Funds available to you.

- **Merchant Services.** You may use your Card to purchase goods and services at any retail or other establishment that displays the network logo that appears on the back of your Card.

Each time you use your Card, you authorize the reduction of value by the amount of the transaction from the value available in your account. You are not allowed to exceed the available amount on your Card through an individual transaction or a series of transactions. However, if a transaction exceeds the balance of funds available on your Card (“shortage”), you shall remain fully liable for the amount of the transaction and any applicable fees or charges. We reserve the right to bill you for any Overdraft, Non-Sufficient Funds (NSF) transaction and/or any fees incurred resulting from the necessity of collection. You agree to pay us promptly for any shortage and any applicable NSF/Overdraft/Collection fees.

5. Foreign Transactions. If you obtain your funds or make a purchase in a currency other than the currency in which your Card was issued, the amount deducted from your funds will be converted by Visa into an amount in the currency of your Card. Visa will establish a currency conversion rate for this convenience using a rate selected by Visa from a range of rates available in wholesale currency markets for the applicable central processing date which may vary from the rate Visa itself receives, or the government mandated rate in effect for the applicable central processing date, in each instance, plus or minus any adjustment determined by the Issuer. This percentage amount is independent of any amount taken by the Issuer in accordance with the following section of these Terms and Conditions. If you obtain your funds in a currency other than the currency in which your Card was issued, the Issuer will increase the currency conversion rate, described in the preceding section, by an additional 1% and will retain this amount as compensation for its services. This charge is independent of the currency conversion rate established by Visa.

6. Personal Identification Number (“PIN”). We will assign to you a confidential PIN, which will enable you to identify yourself when using your Card. Your PIN is a security feature that functions as your signature, identifying you as the proper user of the Card and authorizing any transaction that you make via the Card. You shall not reveal the PIN to unauthorized users of the Card and you assume full responsibility for any and all transactions made by such unauthorized users. If you voluntarily give your Card and/or PIN to another person, you have authorized such person to use your Card and access your Funds, and you will be responsible for their use of your Card.

7. Receipts at Electronic Terminals. You should get a receipt at the time you use your Card at an ATM, or to purchase goods or services through a merchant at retail or other establishment.

8. Periodic Card Statements. Statements in electronic format are available free of charge at www.myplatinumpay.com during each month in which a transaction occurs. You may elect to have a paper statement mailed to you. However, there is a fee for this service.

9. Your liability for Unauthorized Transfers. You shall notify us immediately if you believe that your Card has been lost or stolen or that someone has learned your PIN or Card number. Telephoning us is the best way of minimizing your possible losses. You could lose all of your Funds. If you notify us within two (2) days, you can lose no more than \$50.00 if someone used your Card without your permission. If you do not notify us within two (2) days after you learn of the loss or theft of your Card, and if we can prove that we could have stopped someone from using your Card without permission if you had promptly notified us, you could lose as much as \$500.00. You shall notify us immediately if your Card statement shows transfers or transactions that you did not make or authorize. If you do not notify us within sixty (60) days after the statement was delivered to you, and if we can prove that we could have stopped someone from taking or using the money if you had notified us in time, you may not get back any money that you lost after the sixty (60) days.

10. Our Liability for Failure to Complete Transactions. If we do not properly complete a Card transaction for you on time and in the correct amount, we could be liable for your losses or damages. However, there are some exceptions.

- If through no fault of our own, you do not have adequate Funds available to complete the transaction;
- If an ATM where you are making a withdrawal does not have enough cash;
- If an electronic terminal where you are making a transaction does not operate properly, and you knew about the problem when you initiated the transaction;
- If circumstances beyond our control (such as fire, flood or communications or computer failure) prevent the completion of the transaction, despite our reasonable efforts;
- If access to your account has been blocked after you have reported your Card lost or stolen;
- If a merchant refuses to accept your card;
- If there is a hold on your Card Account for any reason;
- If your Funds are subject to legal process or other encumbrance restricting their transfer; or
- If your transfer authorization terminates by operation of law.

There may be other applicable exceptions not listed above, but stated elsewhere in other agreements between you and us.

11. Error Resolution. In case of errors or questions about electronic Card transactions, please notify us as soon as possible if you think your statement or receipt is wrong, or you need more information about a transaction listed on a statement or receipt. You can notify us via telephone at 1-866-770-2151 or via courier or mail at 8285 SW Nimbus Ave. #114 Beaverton, OR 97008. We must hear from you no later than sixty (60) days after we sent you the first statement on which the problem or error appeared. When you notify us:

- Tell us your name and Card number.

- Describe the error or transaction that you are unsure about, and explain as clearly as possible why you believe that it is an error or why you need more information.
- Tell us the dollar amount of the suspected error and where and when the transaction took place. If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days.
- Within ten (10) business days after we hear from you, we will determine whether an error occurred, and if so, we will correct the error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days for the amount you think is in error, so that you will have the use of the money during the time that it takes us to complete our investigation. If we ask you to put your complaint or questioning in writing and we do not receive it within ten (10) business days, we may not so credit your account.
- We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

12. Confidentiality. We may disclose information to third parties about your Card transaction history:

- Where it is necessary for completing transactions;
- In order to verify the existence and conditions of your Card and Funds for a third party, such as a credit bureau or merchant;
- In order to comply with government agency or court orders, or other legal reporting requirements;
- If you give us your written permission; or
- Within our organization and to the Bank, information concerning your Card transaction history may be shared within our organization and with the Bank. Other information you have given us in connection with obtaining a Card, or information we may receive from other third party, also may be shared within our organization and with the Bank.

13. Business Days. Our business days are Monday through Friday, 8:00 am – 5:00 pm, PST, with the exception of any state or federal banking holidays.

14. Cancellation and Amendment. We may change or amend the terms of this agreement at any time. You will be notified of any changes in the manner provided by applicable law prior to the effective date of the change. However, if the change is made for security purposes, we can implement such change without prior notice. We may cancel or suspend your Card or this Agreement at any time. If you wish to cancel this Agreement, you may obtain the value stored on the Card, less any fees and other amounts due and owing by calling 1-866-770-2151 or by written submission, along with the card, to 8285 SW Nimbus Ave, suite 114 Beaverton, OR 97008. Your termination of this Agreement will not affect any of our rights or your obligations arising under this Agreement prior to termination.

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

16. Governing Law. This agreement shall be governed by, and construed in accordance with, the laws of the State of Oregon and any actions or preceding with respect to this Agreement or any services hereunder shall be brought only before a federal or state court in the State of California.

Schedule of Fees

U.S. Point of Sale PIN-Based Purchase	FREE
U.S. Point of Sale Signature Purchase	FREE
Cash Back at Point of Sale (PIN required)	FREE
Online Monthly Statement	FREE
Online Web Service	FREE
Point of Sale Denial	\$0.25
U.S. ATM Withdrawal	\$1.90
U.S. ATM Inquiry/Declines	\$1.00
International ATM Withdrawal	\$4.00
Phone/VRU Transactions	\$0.50
Live Operator Service	\$3.95
Monthly Maintenance Fee	*

*A monthly maintenance fee may apply according to program

Other – Bank Teller Cash Advance: \$4.00. Card to Card Transfer: \$0.50. Card to Account Transfer: \$1.00. Replacement Card Order: \$10.00. Monthly Paper Statement: \$1.00. Replacement Monthly Statement: \$5.00. An Overdraft fee of \$19.95 will be assessed for purchases or transactions in excess of the available balance. An ACH denial fee of \$10.00 will be assessed for transactions in excess of the available balance and/or incorrect account information/unable to locate account. An expedited delivery charge of \$30.00 will apply for express delivery requests. Special research and documentation fee may apply (account balancing, account verification, etc.): Up to \$20.

Privacy Notice

TFG Card Solutions, Inc. (“We”) recognizes the importance of ensuring your privacy and security when providing us your personal, non-public information. We use consistent standards and procedures created to prevent misuse of this information.

Types of Information Requested: We collect personal, non-public information about you from:

- Applications/enrollment forms, authorizations or other forms
- Transactions with us, our affiliates or others and
- Consumer reporting agency

Types of Information We Disclose: We do not disclose any personal, nonpublic information about our customers or former customers to anyone, except as permitted by law.

Types of Information We Disclose to Marketing Companies: We retain the ability to disclose all collected information to companies that perform distribution, marketing or promotional services on our behalf or other financial institutions with whom we have joint marketing agreements, in accordance with applicable law – such as, but not limited to; banks, payroll companies, payment processing companies.

Confidentiality and Security of Your Personal, Nonpublic Information:

Restricted access to personal, nonpublic information is available, solely, to those employees who need the information for fulfillment of your product and/or service order. We maintain physical, electronic and procedural safeguards to protect your personal, nonpublic information.