

TransCash® Terms and Conditions

1. Terms and Conditions for the TransCash Visa® Prepaid Debit Card.

This agreement ("Agreement") outlines the terms and conditions under which the TransCash Visa Prepaid Debit Card has been issued to you. By accepting and using this card, you agree to these terms and conditions. In this Agreement, "Card" means the TransCash Visa Prepaid Debit Card issued by First California Bank ("FCB") pursuant to a license from Visa U.S.A., Inc. "You", "Your" and "Cardholder" means the person or persons who have received the Card and are authorized to use the Card under this Agreement. "We," "Us," and "Our" means FCB, our successors, affiliates or assignees. The Card will remain the property of FCB 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. Please read this Agreement carefully and keep it for future reference.

2. Definitions

The Card is a Stored Value Card. The Card allows you to access funds you load on the Card. The Card does not constitute a checking, savings or other bank account and is not connected in any way to any other account you may have. The Card is not a credit card. You will not receive any interest on your funds on the Card.

Opening Your Account: 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. Accordingly, we are obligated to ask for your name, address, date of birth and other information that will allow us to properly identify you. Furthermore, you need to affirm that you are 18 years of age or older. If you are younger than 18 years, the activation must be done by telephone and one of your parents or legal guardian should be present when calling.

Authorized Users: You may request additional Cards for other people you wish to share funds with. You may also permit another person to have access to your Card or Card number. However, if you do, you are liable for all transactions made with the Card or Card number by those persons. You must notify us to revoke permission for any person you previously authorized to use your Card. You are responsible for all transactions and fees incurred by you or any person you authorized. If you instruct us to revoke another person's use of your Card, we may revoke your Card and issue a new Card with a different number. You are wholly responsible for the use of each Card according to the terms of this Agreement.

Personal Identification Number ("PIN"): We may, at our option, give you a Personal Identification Number ("PIN"). If we give you a PIN, you may use your Card, (i) to obtain Cash from Automated Teller Machines ("ATM") or (ii) at any Point-of-Sale (POS) device which requires entry of a PIN, that bears the STAR or Plus acceptance mark. All ATM transactions are treated as Cash withdrawal transactions. You should not write or keep your PIN with your Card. If you believe that anyone has gained unauthorized access to your PIN, you should advise us immediately.

Loading Your Card: You may add funds to your Card at any time. The amount of each load must be at least \$20. On General Purpose Cards (those purchased at retail or on line) you may not load more than \$950 per load and your maximum card balance is \$2,500. If you have a direct deposit arrangement with your company or employer (your "Company"), they will transfer funds due to you to an account maintained at FCB (see Paragraph 18 for greater detail). You must provide your employer a signed Direct Deposit Authorization form which can be obtained on line at www.TransCash.com or in your enrollment envelope. Direct Deposit funds will be loaded onto your card as you instruct. Your employer may add funds to your Card at any time. Similarly, the amount of each value load must be at least \$20. However, your company or employer may load up to your maximum Payroll Card balance of \$5,000. There is no limit on the number of times your employer may load your Card. Your cash load frequency is restricted to two times per day, four times per week, or ten times per month. You agree to present the Card and meet identification requirements to complete load transactions as may be required from time to time.

3. Using Your Card

You may use your Card to purchase goods or services wherever Visa debit cards are accepted, provided you do not exceed the net value available on your Card. You are responsible for all transactions initiated by use of your Card,

including others you authorized for such use, and you will be responsible for all transactions subject to its use. If you do not have enough funds on your Card you can instruct the merchant to charge a part of the purchase to the Card and pay the remaining amount with cash or another card. These "split transactions" may not be honored by some merchants.

If you use your Card number without presenting the Card (such as mail order, Internet or telephone purchases), the legal effect will be the same as using the Card. You may use your Card to access cash at an Automated Teller Machine (ATM). You may not use your Card for any illegal transactions. You are limited to \$500 per day for cash withdrawals depending on ATM withdrawal limits.

You should keep track of your card loads. You may call the Customer Service number shown on your Card to obtain your current value. Call toll-free 1.800.770.8861. Our Customer Service Help Desk hours are Monday through Friday, 9:00 AM to 6:00 PM PST, excluding holidays. 24/7 Customer Service is available for reporting lost or stolen cards. Your agreement provides two FREE calls per month, thereafter, a surcharge may be charged for any live operator calls.

Each time you use your Card, your value will drop by the value of the transaction plus any fees applicable. If a transaction exceeds the balance of the funds available on your Card (creating a "shortage") you shall remain fully liable for the amount of the transaction and any applicable fees or charges. We are entitled to recover and bill you any shortage amount together with a shortage fee of up to \$15.00. You agree to pay us promptly for the shortage amounts. If at any time you create one or more shortages we also reserve the right to cancel this Card.

You cannot stop payment on any purchase transaction originated by use of your Card. 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 for up to five (5) days but it can take up to sixty (60) days. If you authorize a transaction for a rental car or hotel room we reserve the right to hold up to an additional \$100 dollars for up to 60 days. For your protection, our cards do not allow for pre- authorization for the purchase of gasoline at the pump. We recommend that you go to the cashier and purchase a specific dollar amount of gas to avoid pre-authorization charges on you card.

4. Returns and Refunds

If you are entitled to a refund for goods or services obtained with your Card, you agree to accept credits to your Card for such refunds. The amounts credited to your Card for refunds may not be available for up to five (5) days from the date the refund transaction occurs.

5. International Transaction Fee

If you obtain funds (or make a purchase) in a currency other than the currency or country in which your Card was issued, the amount deducted from your funds will be converted by Visa in the currency of your Card. The currency conversion rate is selected by Visa from the range of rates available to them. Additionally, the Issuer may increase the currency conversion rate up to an additional 3% and will retain this amount as compensation for its services. This charge is independent of the currency conversion rate established by Visa.

6. Receipts

You should get a receipt at the time you make a transaction and retain your receipt to verify your transactions.

7. Periodic Statements

Statements in electronic format will be made available free of charge at www.TransCash.com during each month in which a transaction occurs. You may choose to have a paper statement mailed to you. However, there is a fee for this service. You also have the right to obtain a sixty (60) day written history of account transactions by calling 1.800.770.8861, or by writing to us at:

TransCash Corporation

1801 Avenue of the Stars, Suite 1444
Los Angeles, CA 90067

8. Fees and Charges

FREE TRANSACTIONS INCLUSIVE WITH YOUR MONTHLY MEMBERSHIP	TransCash Unlimited Usage
Purchase Fee (one-time fee)	\$9.99
Monthly Membership Fee (includes the 2 cards)	\$9.99
Card Activation	FREE
Direct Deposit/ACH (Payroll, Tax Refund, PayPal Deposit)	FREE
Card-to-Card Transfer -Transfer funds from your card to another prepaid card	FREE
Card-to-Bank Transfer -Transfer funds from your card to your bank account	FREE
PIN POS Purchase -Domestic -Debit type purchase requiring you to enter PIN	FREE
PIN POS Purchase - International	FREE
PIN POS Purchase + CASH BACK -ACCESS CASH WITHOUT ATM FEE	FREE
POS Signature - Domestic -Credit type purchase requiring you to sign the sales slip	FREE
POS Signature - International	FREE
Check Balance via web or IVR at 1.866.466.8093	FREE
IVR Customer Service Automated Customer Service at 1.800.770.8861	FREE
PIN Decline - Transaction is declined because of invalid PIN entry	FREE
Internet Statement - Internet statements views are free	FREE
Live Agent Customer Service During Business Hours -Monday through Friday, 9AM to 6PM PST, excluding holidays. After hours see Fee based transactions below	FREE
ATM CHARGES VARY BY LOCATION AND ATM OWNERSHIP	TransCash Per Transaction
ATM Domestic - Withdraw funds from an ATM	\$1.00
ATM International -Withdraw funds from an International ATM	\$2.50
ATM Declines -ATM decline due to insufficient funds	\$0.75
LOAD FEES VARY BY RETAILERS. ADDITIONAL RATES MAY BE APPLIED BY RETAILER.	TransCash Per Transaction
TransLoad - Price to load your card at a TransCash location	\$3.00
Visa ReadyLink Reload - Fee charged by TransCash when using Visa ReadyLink reload service (ReadyLink Fees are charged separately and can vary from \$3.95 to \$4.99)	\$1.00
Bank-to-Card Transfer -Transfer funds from your bank account to your card account	\$0.50
FEE BASED TRANSACTIONS	TransCash Per Transaction
Live Agent Customer Service after hours	3.99 per call
Bill Payment -TransCash Online Bill Payment Service	\$0.95/bill
ATM Balance Inquiry	\$0.75
Bill Payment Decline	\$0.75
Paper Statement -Paper statements are sent only upon request	\$3.00
PIN Change - PIN change via IVR (*First change free)	*\$2.00
Replacement Card Lost card requires purchase of new card	\$9.99
Refund Processing Fee - Upon closing your account you can request a check for the remaining balance	\$4.50
Overdraft Fee -If card balance falls negative	FREE
Foreign Transactions - Foreign exchange fee per transaction when traveling outside the USA	3%
USAGE LIMITS	TransCash Per Transaction
Maximum Daily Withdrawal	\$500
Maximum Daily Load Amount	\$950
Maximum Monthly Load/Balance Amount -General Purpose Card	\$5,000
Maximum Monthly Load/Balance Amount -Payroll Card	\$10,000
Maximum Loads per Month	10 loads

TransCash Visa Prepaid Debit Card is issued by First California Bank pursuant to a license from Visa U.S.A., Inc. TransCash is a registered ISO of First California Bank. First California Bank is a member of the Federal Deposit Insurance Corporation ("FDIC") and all cardholder's funds are insured by the FDIC in accordance with the FDIC's applicable terms and conditions.

Other Fees:

Special research and documentation fee (may include authorization hold removal, card account verification, card account balancing, etc): Up to \$25.00. Currency conversion: Up to 3% of transaction amount after conversion. If you decide to close your prepaid card account and request a check to bring your balance to zero, a \$4.50 check fee will be applied.

9. Confidentiality

We may disclose information to third parties about your Card or transactions you make: (1) Where it is necessary for completing transactions; (2) In order to verify the existence and condition of your Card for a third party, such as merchant; (3) In order to comply with government agency, court order, 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.

10. Our Liability for Failure to Complete Transactions

In no event will we be liable for consequential damages (including lost profits), extraordinary damages, special or punitive damages. We will not be liable, for instance: (1) If, through no fault of ours, you do not have enough funds available on your Card to complete the transaction; (2) If a merchant refuses to accept your Card; (3) If an ATM where you are making a cash withdrawal does not have enough cash; (4) 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; (5) If access to your Card has been blocked after you reported your Card lost or stolen; (6) If there is a hold or your funds are subject to legal process or other encumbrance restricting their use; (7) If we have reason to believe the requested transaction is unauthorized; (8) If circumstances beyond our control (such as fire, flood or computer or communication failure) prevent the completion of the transaction, despite reasonable precautions that we have taken; (9) Any other exception stated in our Agreement with you.

11. 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) business 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) business 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. We will charge a \$9.99 Replacement Card Fee (subject to applicable law) for any lost/stolen Card, which will be deducted from the balance on the Card. You acknowledge that purchases made with prepaid cards, such as the gift card, are similar to those made with cash. You cannot "stop payment" or lodge a "billing dispute" on such transactions. Any problems or disputes you may have regarding a purchase should be addressed directly with the merchant.

12. Other Terms

Your 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. 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 California except to the extent governed by federal law.

13. Amendment and Cancellation

We may amend or change the terms of this Agreement at any time. You will be notified of any change 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. You may cancel this Agreement by returning the Card to us. Your termination of this Agreement will not affect any of our rights or your obligations arising under this Agreement prior to termination.

14. Information About Your Right to Dispute Errors

We must hear from you no later than 60 days after the earlier of the date you electronically access your account 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 1.800.770.8861 or by writing us at TransCash, 1801 Avenue of the Stars, Suite 1444 Los Angeles, CA 90067. You will need to tell us: (1) Provide your name and Card number (if any); (2) Describe the error or the transaction you are unsure about, and explain why you believe it is an error or why you need more information; (3) Provide the dollar amount of the suspected error. If you tell us orally, we may require that you send us your complaint or question in writing within 10 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 provisionally 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. Funds will remain contingent on whether we determine if an error occurred. 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 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 we used in our investigation. If you have any further questions regarding error resolution procedures, please contact us by calling 1.800.770.8861 or write.

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15. Privacy and Data Protection

We collect nonpublic personally identifiable information about you from the following sources:

(i) Information We Collect ("Cardholder Information"): (a) Information about purchases made, such as date of purchase, amount and place of purchase. (b) Information you provide for application or replacement Cards or when you contact us with customer service issues, such as name, address, phone number. (ii) Information Security: Only those persons who need it to perform their job responsibilities are authorized to have access to Cardholder Information. In addition, we maintain physical, electronic and procedural security measures that comply with federal regulations to safeguard Cardholder Information. (iii) Disclosure: We may use Cardholder Information to provide customer services, to process claims for lost or stolen Cards, to develop marketing programs, to help protect against fraud and to conduct research and analysis. In addition, it is often necessary for us to disclose Cardholder Information for the same purposes to companies that work with us.

16. Telephone Monitoring/Recording

From time to time we may monitor and/or record telephone calls between you and us to assure the quality of our customer service or as required by applicable law.

17. No Warranty Regarding Goods and Services

We are not responsible for the quality, safety, legality, or any other aspect of any goods or services you purchase with your Card.

18. Regarding Payroll Cards Only

This paragraph applies only if you are holding a payroll card. A payroll card is defined as accounts directly or indirectly established by an employer on behalf of a consumer to which EFTs (Electronic Funds Transfer) of the consumer's wages or other compensation are made on a recurring basis, whether the account is operated or managed by the employer, a third party payroll processor, or a depository institution. Payroll card accounts are assigned to an identifiable consumer and represent a recurring stream of payments that is likely a primary source of the consumer's income, replenished on a recurring basis and designed for ongoing use at multiple locations and for multiple purposes. You may obtain information about the amount of money you have remaining in your payroll card account by calling 1.800.770.8861. This information, along with a 60-day history of account transactions, is also available online at www.TransCash.com. You also have the right to obtain a 60-day written history of account transactions by calling 1.800.770.8861 or by writing TransCash, 1801 Avenue of the Stars, Suite 1444 Los Angeles, CA 90067. In case of errors or questions about your payroll card account, telephone 1.800.770.8861, write, or email customerservice@TransCash.com as soon as you can. Any disputes or disagreements please follow the instructions in Paragraph 14, above (**Information About Your Right to Dispute Errors**).

19. Arbitration

Governing Law, Court Proceedings, Damages, Arbitration: This Agreement will be governed by, construed and enforced in accordance with federal law and the laws of the State of California. You agree to pay upon demand all of our costs and expenses incurred in connection with the enforcement of this Agreement. Nevertheless, if we are served garnishments, summons, subpoenas, orders or legal processes of any type, we are entitled to rely on the representations therein and may comply with them in our own discretion without regard to jurisdiction. You agree that any legal action involving this Card or Card Account must be brought within one year of the date the cause of action arose. You and we both waive our right to trial by jury, punitive and exemplary damages, as well as damages in tort, including but not limited to emotional distress, unless caused by a willful and malicious act, which in the case of unauthorized disclosure of private or confidential information must also be defamatory.

In the event that any disputed matter cannot be resolved, then, at our request or your request, any claim or dispute arising out of or concerning your Card Account or this Agreement will be decided by arbitration under the Commercial Arbitration Rules (including, if applicable, the Supplemental Procedures for Consumer-Related Disputes) of the American Arbitration Association in effect at the time the request for arbitration is made. If the American Arbitration Association or its Commercial Arbitration Rules are not available, then a comparable substitute arbitration procedure and/or arbitration organization that does business on a nationwide basis shall be used.

Arbitration involves the review and resolution of the claim or dispute by a neutral party, the arbitrator. The arbitrator's decision will generally be final and binding. Judgment upon any award rendered by any arbitrator may be entered in any court having jurisdiction.

If either you or we choose arbitration to decide a claim or dispute, neither you nor we will have the right to litigate that claim or dispute in court or to have a jury trial on that claim or dispute. In addition, you will not have the right to participate as a representative or member of any class of claimants pertaining to any claim or dispute subject to arbitration. There shall be no authority for any claims or disputes to be arbitrated on a class action basis. Arbitration can only decide the claim or dispute between you and us and may not consolidate or join claims or disputes of other persons who may have similar claims or disputes.

Any arbitration hearing that you attend will take place in the federal judicial district where you reside. The Federal Arbitration Act shall apply to the construction, interpretation and enforcement of this Arbitration provision. All statutes of limitations applicable to any claim or dispute shall apply in any arbitration proceeding. This Arbitration provision shall survive closure of your Card Account or termination of all business with us. However, this Arbitration provision does not apply to any claim or dispute in which the amount in controversy is within the jurisdiction of a small claims court where you have initiated proceedings based on the claim or dispute. Furthermore, this Arbitration provision and the exercise of your and our rights under this provision shall not stop us from exercising our rights under the "Right of Setoff" provision above.

20. Taxes

You acknowledge and agree that we are not obligated to determine whether any federal, state or local tax applies to any transaction involving the use of your Card, nor are we responsible for collecting, remitting, or reporting any sales, use, income or other taxes arising from any such transactions.

21. No Waiver

No failure by us to enforce the strict performance of any provision of this Agreement will constitute a waiver by us of our right to subsequently enforce such provision or any other provisions of this Agreement.

22. Miscellaneous Provisions:

If you or your Card Account becomes involved in any legal proceedings, your use of the Card Account may be restricted. We shall be entitled to act upon any legal process served upon us which we reasonably believe to be binding, with no liability to you for doing so. If you ask us to follow instructions that we believe might expose us to any claim, liability, or damages, we may refuse to follow your instructions or may require a bond or other protection, including your agreement to indemnify us. You agree to be liable to us, to the extent permitted by law, for any loss, costs, or expenses that we may incur as a result of any dispute or legal proceeding involving your Account and situations where we become involved in disputes between you and a sub-account owner, or a third party claiming an interest in your Card Account. It also includes situations where any action taken on your Card Account by you, an authorized signer, a joint owner, or a third party causes us to seek the advice of an attorney, whether or not we actually become involved in a dispute. Any action by us for reimbursements from you for any costs or expenses may also be made against your estate, heirs and legal representatives, who shall be liable for any claims made against and expenses incurred by us. If a court finds any provision of this Agreement invalid or unenforceable, such finding shall not make the rest of this Agreement invalid or unenforceable. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Agreement in all other respects shall remain valid and enforceable.