



PayWay[®] Card Employee Welcome Packet

We are pleased to announce a new employee benefit – the PayWay Card. You can now choose to receive your pay by automatic deposit to a PayWay Card with your name on it.

Getting to your money is easy. You can use the card to make Point of Sale purchases, and get cash when you need it at Automated Teller Machines (ATM).

The PayWay Card is not a credit card, since it is your own pay that is funding the card. To get your pay in this safe and convenient new way, you simply complete the enclosed Authorization Form on page 7 and return it to the Human Resources department.

The PayWay Card gives you these important benefits:

- **Money immediately available.** Your pay is immediately available on the card each payday—no matter where you are. You will not need to pick up your paycheck.
- **Convenient and Cost-Effective.** You no longer have to pay check-cashing fees or waste time standing in line to cash your check, because your pay is on the card and ready to use.
- **Safe and Secure.** You enjoy the safety of having your pay on a PayWay Card. You no longer have to carry cash.
- **Better Managed.** You'll be able to manage your money more efficiently, because you'll be keeping track of your spending. You'll also receive a personal monthly statement of your card activity.

Read the enclosed *Frequently Asked Employee Questions*, *Employee User Guide*, and the *PayWay Terms and Conditions* for more information.

We value you as an employee and encourage you to take advantage of this new benefit. If you have any questions, please contact the Human Resources department or the PayWay Customer Service at 1-800-710-4785.

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User Guide

Introduction

The PayWay Card is a plastic card that acts as a debit and ATM card and may be used by you in place of a traditional paycheck. By using the PayWay Card you will not need to go to the bank or a check cashing location to have your paycheck cashed, saving you time and money.

Each pay period your Employer will send an electronic "credit" to your PayWay Card in place of issuing you a check. On payday your funds will be available at the open of business.

You will be able to use your PayWay Card at a variety of merchants and ATM's. Please check the FAQs in this packet and on the PayWay Employee Web-site for more information regarding how to use your PayWay Card.

The PayWay Employee Web-site will allow you to view transaction history, change your password, and request a Statement. Additionally, all of these functions are also provided to you through the toll free Customer Service line. We encourage you to use both services to fit your needs.

Activating Your PayWay Card

You must activate your PayWay Card before you will be able to use it at ATM's, merchant locations or on the PayWay Web-site. Activation instructions will be included when you receive your PayWay Card. If you need assistance in activating your card, contact PayWay Customer Service at 1-800-710-4785.

Getting Started

Once your PayWay Card is activated, you can check and manage your account information online.

To begin online, you will need a few pieces of information.

- Your PayWay Card
- Your PayWay PIN Number
- A PC with access to the Internet

After accessing the Internet go the PayWay Employee Web-site at <https://www.onlinepaycard.com/payway>. Once you have registered for use of the PayWay Web-site, you may also click on the "FAQ's" link for a printable Web User guide.

Viewing Statements

Statements are printed the last day of the month and will be automatically mailed to the address you provided on your sign up form. (If this address is incorrect or you have moved, please contact your Employer immediately for correction.)

Each statement is divided into three sections: deposit transactions (paychecks), card transactions (ATM, Purchases, etc.), and fee transactions (ATM Fees).

- Deposit Transactions are the payroll amounts deposited to the payroll card at the end of each pay period. Deposit Transactions appear with one line of information. This information

includes the date and time of the deposit transaction, the transaction description, and transaction amount.

- Card Transactions are any withdrawals made using the payroll card. Card transactions appear with three lines of information. This information includes the date and time of the card transaction, the transaction description, and the transaction amount. The transaction description includes the transaction type, merchant terminal number, merchant name, and merchant address. *Monetary adjustments (deposit corrections) will also appear in this section.
- Fee Transactions are service charges applied to the account (ATM usage fee's are the most common). Fee transactions appear with one line of information. This information includes the date and time of the fee transaction, the fee description, and the fee amount.

Regions Privacy Pledge

Please take time to read the *Regions Privacy Pledge for Consumers*. This can be found at http://www.regions.com/about/privacy_pledge.html and contains valuable information about privacy. You may also call 1-800-Regions to request that a copy of the Privacy Pledge be sent to you.

Frequently Asked Questions

Q. Is this a credit or debit card?

- A. No, your PayWay Card is not a credit card; it's a special kind of Visa card issued to you by Regions Bank. Your employer will load your pay onto your card, and you can use your card to withdraw cash or make purchases anywhere Visa is accepted. Like a debit card, you can spend only the money you have available. However, unlike a debit card, it is not linked to a checking account at a bank.

Q. When can I begin using my PayWay Card?

- A. You can activate your card as soon as you receive both your card and your personal identification number (PIN). Once your pay is loaded onto your PayWay Card, you'll be able to use your activated Card. There are two ways to activate your PayWay Card. Choose the one that is most convenient for you.
- Use it at any automated teller machine (ATM¹), or
 - Call 1-800-710-4785 and follow the step-by-step instructions

Q. Will I get a new card each pay period? How will I know how much I have earned?

- A. You keep the same card, and on each payday, your employer will have your pay added to your card. Your employer will continue to give you a pay stub showing what you've earned and how much has been added to your card.

Q. Where can I use my PayWay Card?

- A. You can use your PayWay Card to get cash at any ATM that displays the Cirrus[®], Pulse[®] or Star[®] logo or to make purchases at millions of merchants that accept Visa debit cards. There is no fee to make a purchase at participating Visa merchants — whether you sign the receipt or use your PIN.

Q. How do I get cash or account information at an ATM?

- A. Insert your card in the machine and follow the instructions for entering your Personal Identification Number (PIN). Once your PIN has been entered successfully, you can choose to withdraw funds or perform a balance inquiry. If you choose to withdraw cash, enter the amount you wish to withdraw (usually in \$20 increments). The ATM will present the amount of cash you requested, along with a printed receipt, and will return your card. Record the amount you have withdrawn in your Personal Register and subtract the amount from the previous available balance to find out how much money you have left in your account.

Q. May I let someone else use my card?

- A. Absolutely not. Keep your card and the card account number under your control at all times. Do not tell anyone your PIN and do not write your PIN on the back of your card.

Q. Can I use my PayWay Card to buy a money order?

- A. Yes, as long as the business selling the money order accepts Visa debit cards.

¹ ATM -Automated Teller Machine. The most common type of terminal connected to a network. Used by cardholders to perform debit, credit, and payment transactions. *Employees using the PayWay Payroll card will be able to make cash withdrawals and balance inquiries using ATMs.*

Q. Will I be charged a fee if I use my card to withdraw cash at an ATM?

A. Withdrawals from all ATM machines will be subject to a fee of \$1.00 for each additional withdrawal over five (5). If you use any ATM other than a Regions Bank ATM, the owner or operator of that ATM may charge you a separate fee, sometimes called a *convenience fee*. This convenience fee charged by the ATM owner/operator is different from and in addition to fees listed in your PayWay Card Terms and Conditions.

Q. Are there any limits on my use of the card?

A. For security reasons, we currently place the following daily limitations on the withdrawals and other transactions you may perform:

- For cash withdrawals from an ATM, you are limited to no more than five withdrawals per day, and a total of \$1,000 per day or your available balance, whichever is greater.
- For purchases and cash advances, you are limited to \$10,000 per day or your available balance, whichever is less.
- For purchases where you enter your PIN, you are limited to no more than five purchases per day.

*We may add to, remove from or otherwise change our limitations at any time and without notice to you.

Q. How can I keep track of what I have spent or check the balance on my card?

A. You should keep a record of the date and amount of all pay you receive each purchase and cash withdrawal you make, and any fee charged under the PayWay Card Terms and Conditions or at a non-Regions ATM. A PayWay Personal Register, where you can record this information, is available from Regions. You can check your available balance by doing a balance inquiry at an ATM, by calling the toll-free number on the back of your card or by logging onto this Web site, <https://www.onlinepaycard.com/payway>, and going to the Account Balance page. Because of operational constraints related to processing or posting transactions on your PayWay Card, there may be times when your actual balance is more or less than the funds made available to you or the balance shown on your statement, on any balance inquiry at an ATM, or otherwise. The amount of funds shown on the records of Regions Bank as stored on your PayWay Card will be determinative of the balance on the card, unless you can show us differently to our satisfaction.

Q. Can I use my card to make a purchase that costs more than the balance on my card? Can the card ever have a negative balance?

A. Usually a purchase cannot be made for more than the amount of funds available on your card. However, a merchant may allow you to make a purchase before checking to see if you have enough funds available for that purchase, which might result in a negative balance. By keeping track of your available funds, you can avoid an overdraft fee.

Q. Can I add money to my card other than money from my pay?

A. No. Only money from your employer may be added to your card. This would include your regular pay as well as money for overtime, bonuses and reimbursements.

Q. Do Visa consumer protections apply to this card?

A. Yes, all Visa consumer protections apply, including the right to dispute transactions and the Visa Zero Liability policy. The Visa Zero Liability policy guarantees \$0 liability to all Visa cardholders who are victims of fraud for all signature-based purchases of goods and services.

Q: Is it safe to use my card to withdraw cash?

A: Yes. Your card can only be used to withdraw cash by entering your unique Personal Identification number (PIN).

Q: Who can I contact if I have a problem?

A: If you have a problem or a question you can call the toll-free number on the back of your card, 1-800-710-4785, 24 hours a day, seven days a week.

Q: What do I do if my card is lost or stolen?

A: You will need to call 1-800-710-4785, follow the instructions and report your card lost or stolen to the PayWay Customer Service representative. You will be asked to verify your card number as well as other personal information. You will then be issued a new card and any remaining funds will be moved to the newly issued card. A card will not be re-issued if its status is anything other than "active."

Request for PayWay® Card Authorization

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW 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.

What this means for you: When you open a PayWay Card, 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.

The following information is required to open a PayWay Card. If any of the information is not completed, your PayWay Card will not be opened.

To Be Completed by Employee			
Name		Mother's Maiden Name	
Physical Address (Post Office Box address not acceptable)		City, State, Zip	
Date of Birth (MM/DD/YYYY)	Social Security Number	Home Phone ()	Work Phone ()
<input type="checkbox"/> Employee elects to receive paper statements (may incur a fee for this service)			
To Be Completed by Employer			
Driver's License Number ²	State of Issuance	Issue Date	Expiration Date
Employer confirmation that identity was verified at the time this form was completed.			
Signature:			
¹ Alternate solution for a Social Security Number would be a valid Passport.			
² Alternative solutions for Driver's License Number are a valid Military ID, US Government Issued ID, US Non-Driver's License, Passport, or Matricula Consular. For any non-standard Identity methods you must record the type of Identification used for identity verification.			

By submitting this signed PayWay Card request, I acknowledge and accept the following:

I authorize my Employer to arrange for a PayWay Card to be issued to me and to deposit to my PayWay Card such net pay, expense reimbursements, or other funds as may be due me by my Employer.

A PayWay Card is a stored-value card by which I may access funds distributed to me by my Employer.

PayWay Cards are issued at the direction of my Employer in connection with my employment. To facilitate this, my Employer has selected a card issuing bank. I understand I am not required to maintain a customer relationship with the issuing bank or any other financial institution as a condition of participating in my Employer's PayWay Card program.

The funds stored on the PayWay Card are not FDIC-insured.

Enrollment in the PayWay Card program is in conjunction with current employer. I may choose to stop participating in the program at any time by selecting another Employer-supported method of receiving my pay.

I will receive a Terms and Conditions document governing my use of the PayWay Card at the same time I receive my PayWay Card. If I choose to retain the PayWay Card, I will have agreed to the Terms and Conditions.

Certain fees might apply to my use of a PayWay Card. The fee schedule in effect at the time of my enrollment will be included in the Terms and Conditions document, and this schedule may change in the future subject to prior notification to me by the issuer.

I hereby authorize my Employer to send and receive communications on my behalf and information about me to and from the issuing bank in connection with my PayWay Card.

I authorize my Employer and/or the issuing bank to deduct from my PayWay Card account: (1) any funds transferred to my PayWay Card by mistake; and (2) if my PayWay Card is lost or cancelled for any reason, any balance remaining on my Card in order to provide that balance to me.

I authorize the issuing bank to report information about its transactions and experiences with me to consumer reporting agencies.

This authorization replaces any previous authorization or instruction I have given my Employer about my preferred method of being paid, and will remain in full force and effect until my Employer has received written notification from me of its termination in such time as to afford my Employer a reasonable opportunity to act, or I have terminated the PayWay Card as provided in the Terms and Conditions.

Employee Signature: _____ Date: _____

PayWay Card® Terms and Conditions

These Terms and Conditions (these "Terms and Conditions") set forth the terms and conditions under which you may use the Card issued to you by Regions Bank.

Definitions. The following terms and definitions apply when used in this Agreement:

ATM — means an automated teller machine.

Card — refers to the PayWay Card.

POS — refers to transactions for the purchase of goods or services, which are performed at the "point of sale."

Terminals — refer collectively to The Right Place®, any Shared Network ATM Terminals, and any Shared Network POS Terminals. Shared Network ATM Terminals and Shared Network POS Terminals are terminals operated by participants in a network in which we are a participant and include terminals displaying the Visa, Pulse, Star or Cirrus logos.

The Right Place® — means any ATM operated by Regions Bank.

You, your, and yours — refers to the person to whom the Card is issued and any other person that you authorize to use the Card.

We, us, and our — refers to Regions Bank.

1. The Card.

The Card will be issued to you by the Bank upon its acceptance of your application for the Card. You must sign the Card before using it. By applying for the Card, you authorize your employer to provide information about you to Bank, including your Social Security number and your address. By retaining the Card, you agree with the Bank that the Card, and the money or funds stored on the Card, are subject to these Terms and Conditions.

The Card is offered only to individuals over the age of 18 who can lawfully enter into and form contracts under applicable law, and by applying for or using the Card you represent and warrant to the Bank that you are such an individual. The Bank in its sole discretion may refuse to issue the Card to anyone for any reason. The Card is offered to you through your employer. The employer is not the issuer of the Card, and is not responsible for your Card or for your use of the Card.

2. Loading Value on the Card.

The Card is a pre-paid, stored value card. This means that there is no separate deposit account established for you at the Bank that is associated with the Card. There is a limited purpose stored value account at the Bank in which the funds that are stored on the Card are maintained. You have no rights in those funds, except to access the funds through the Card in accordance with these Terms and Conditions.

You may access the funds only in this stored value account with your Card in accordance with these Terms and Conditions. You may not make any deposit, withdrawal or any other transaction with the Card or the stored value account, except for the Card transactions described in these Terms and Conditions. **The funds stored on the Card or in the Bank's related stored value account are not FDIC-insured.**

In order to obtain the Card, you must have previously agreed with your employer to receive all or a portion of your wages, salary, reimbursements, or other compensation or payments from the employer by means of funds loaded onto the Card. For each pay period, your employer is responsible for providing to the Bank both the funds to be loaded onto the Card and instructions for loading those funds by the deadlines provided in the employer's agreement with Bank. Once the funds are loaded onto your Card, the funds belong to you, and you may use the Card for the types of transactions described in these Terms and Conditions. These funds are available for your withdrawal as provided in these Terms and Conditions by the later of our: (i) opening of business on your payday, or (ii) the close of business on the day we receive the funds from your employer. If your payday or the day on which we receive the funds from your employer, as applicable, is not a business day for us, the funds will be available to you by the opening of business on the next business day we are open. For purposes of these Terms and Conditions, our business days are any day that is not a Saturday, Sunday, or holiday.

The Bank does not pay any interest on the funds stored on the Card. The Card has no minimum balance requirements. You should keep a record of the withdrawals, fees, and other transactions on your Card so that you always will know the current balance of funds on your Card. Because of operational constraints related to processing or posting transactions on your Card, there may be times when your actual balance is more or less than the funds made available to you or the balance shown on your statement, on any balance inquiry at an ATM, or otherwise. The amount of funds shown on the records of the Bank as stored on the Card will be determinative of the balance on the Card, unless you can show us differently to our satisfaction.

There is no credit line associated with your Card. This means that you must have a sufficient balance of funds on the Card at the time of a transaction in order to pay for the transaction. If a merchant or an ATM operator attempts to submit a transaction on the Card for an amount that is greater than the current balance on your Card, the Bank has no obligation to approve that transaction, even if we previously have approved other overdrafts. In the event that the Bank, in its sole discretion, settles or pays a transaction with your Card when there are insufficient funds stored on the Card to pay for the transaction, this will result in an overdraft on your Card. You agree to pay the Bank the amount of the overdraft and any related fee. We may deduct the overdraft amount and related fee from the funds on your Card.

3. Your Personal Identification Number/Signature on the Card.

In order to protect the use of your Card at ATM transactions, a personal identification number ("PIN") will be required in order to conduct a transaction with your Card at an ATM. This PIN will be provided to you by the Bank at or around the time your Card is issued. You agree: (i) not to disclose your PIN to anyone; (ii) not to write your PIN on your Card or anything else likely to fall into the wrong hands; and (iii) to keep your Card and PIN in a safe, secure place. If the security or confidentiality of your PIN is compromised, you should notify the Bank at once. 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 Card for your signature. You should sign this panel as soon as you receive your Card to help protect your Card from unauthorized use. However, your responsibility for transactions with the Card, as described in these Terms and Conditions, does not depend on whether or not you sign your Card.

4. Role of Your Employer.

Your employer is responsible for providing to the Bank both funds to load onto your Card and instructions for loading those funds. These funds will be transferred by your employer to the Bank and loaded onto your Card by the Bank according to the schedule agreed to by your employer and the Bank. The Bank has no obligation to you in the event your employer delays in providing or fails to provide either funds or instructions for loading those funds onto your Card.

Your employer may retain the right to deduct funds from the funds stored on the Card in order to correct a previous error or overpayment to you or for other reasons. You hereby authorize the Bank to accept instructions from your employer to add or deduct funds from your Card and, in the case of a deduction, to return those funds to your employer without prior notice to you. If you have a dispute with your employer about the amount of your wages, salary, reimbursements, or other compensation or payments, or the amount that the employer loads onto or deducts from the Card, you agree to not involve the Bank in that dispute and to resolve that dispute solely with your employer.

5. Transactions with Your Card.

Your Card may be used to access the funds stored on the Card. Provided funds are available on your Card, you may use your Card to perform the following types of transactions in accordance with these Terms and Conditions:

- a. At an ATM, you may use your Card, subject to the transaction limits described in Section 11 of these Terms and Conditions, (i) to make withdrawals of cash up to the amount of funds stored on

your Card or (ii) to obtain Card balance information. The Card can be used at ATMs within the United States and at international ATMs displaying the Star logo. Some of these services may not be available at certain ATMs.

- b. At any merchant's Terminal, you may use your Card, subject to the transaction limits described in Section 11 of these Terms and Conditions, to purchase goods and services and to obtain cash up to the amount of funds stored on your Card.
- c. At the teller window of any bank or bank branch displaying the Visa logo, you may use your Card, subject to the transaction limits described in Section 11 of these Terms and Conditions, to make withdrawals of cash up to the amount of funds stored on your Card.

6. Hold On Account.

You authorize us to use the funds stored on your Card or in the related stored value account to pay the total amount of any transactions originated by use of your Card. Your use of the Card at POS Terminal is regarded as a withdrawal from and/or a demand on those funds at the time the Card is used, even if the transaction is not posted at that time. After we authorize a transaction from a POS Terminal, we may place a "hold" on the funds stored on your Card or in the related stored value account. This hold will be released when documentation matching the authorized transaction amount has cleared processing, or three business days after the transaction date, whichever occurs first. If the period ends on other than a business day, the hold will be released at the close of the next business day. The amount of the transaction will be posted upon our receipt and processing of the supporting documentation. You agree that we will not be liable to you for failure to authorize subsequent transactions and/or the failure to pay other items drawn on your funds or account as a result of the hold.

7. Terminals.

Although Terminals should be generally reliable, they may not always be operating properly and available for your use at all times. You agree not to attempt a transaction when the circumstances indicate that the Terminal is closed, is not operating properly or is otherwise unable to effect the transaction you desire. Terminals may be closed from time to time. You agree that we will not be liable to you for any damages resulting from the unavailability or failure of Terminals to operate, except as required by applicable law.

8. Posting.

If you use the Card and PIN at The Right Place® before 8 p.m. Central Time (or at other times as may be displayed) to make a cash withdrawal, the transaction will be posted on the same business day and reflected on our records the following business day. Transactions made at The Right Place® after 8 p.m. Central Time (or at other times as may be displayed) will be posted on the next business day and reflected on your records the following business day.

9. Illegal, Gambling and High-Risk Transactions.

You agree that you will not use your Card for any transaction that is illegal in the jurisdiction where you live, in the jurisdiction where the transaction is consummated, or in any other jurisdiction affected by the transaction. You agree that it is your responsibility to determine the legality of each transaction in all applicable jurisdictions before entering into such transaction. Display of the Visa logo or any other logo by any person accepting the Card does not indicate that the transaction is legal in all applicable jurisdictions. You acknowledge and agree that we have no obligation to monitor, review or evaluate your Card transactions for legality and that we may presume that all of your Card transactions are legal in all applicable jurisdictions. You also agree that you will not use your Card in connection with any Internet or on-line gambling transaction, whether or not gambling is legal in any applicable jurisdiction. We reserve the right to decline any transaction that we believe is an illegal transaction, an Internet or on-line gambling transaction or a high-risk transaction. To the fullest extent permitted by law, you further agree that we are not responsible for the recovery or reimbursement to you of any funds transferred in connection with any transaction authorized by you that is determined to be illegal.

10. Fees and Charges for Use of the Card.

For each calendar month in which your employer loads funds on your Card, you may make up to four (4) cash withdrawals at The Right Place® or at any bank or bank branch displaying the Visa logo free of any charges or fees. You may not use the free withdrawals provided for one month during any later month. Because of the limitations imposed by some ATMs, you may not be able to withdraw all of the funds on your Card in your initial free withdrawal. If you want to withdraw all of your funds at one time, you should make a withdrawal at a bank or bank branch displaying the Visa logo. If you make a cash withdrawal at a non-Regions ATM, the ATM operator may charge you a fee, even for your initial withdrawal.

You acknowledge that you have been provided the current PayWay Fee Schedule. You agree to pay to all applicable PayWay fees in effect from time to time, and you authorize us to deduct these fees from the funds stored on your Card without any further notice or demand, even if your Card is inactive, abandoned, or unclaimed. We shall not be liable for dishonoring transactions on your Card because of insufficient funds resulting from deduction of these fees and other charges.

If you use a non-Regions ATM Terminal or a Shared Network POS Terminal to receive cash or to make an inquiry, the owner or operator of that Terminal may charge you a fee, in addition to any fees charged under these Terms and Conditions, and even if the Bank has agreed not to charge fees for that transaction. In addition, you may be charged fees by other third parties for use of your Card, such as (i) stores and merchants for POS transactions, and (ii) other banks and financial institutions for cash withdrawals at their branches.

11. Daily Transaction Limits.

For security reasons, there are limits on the number and dollar amount of withdrawals and other transactions that you can perform using The Right Place® or any other Terminals, which will be described in the information sent with your Card.

12. Foreign Currency Transactions.

If you incur a charge in foreign currency, the charge will be converted by Visa International into a United States dollar amount, using the procedures in the Visa Operating Regulations in effect at the time the transaction is processed. Those procedures currently provide for either a Wholesale Market Rate or Government-Mandated Rate in effect one day prior to the processing date, and increased by one percent, plus or minus an additional percentage that we may determine.

13. Documentation of Card Transactions.

You will receive the following documentation with respect to your Card transactions:

- a. At the time you make a Card ATM transaction or merchant POS transaction, you will have the option to obtain a receipt for the transaction.
- b. If we have a deliverable address on file for you, we will send you a monthly statement showing all debits and credits posted to your Card that month, including any fees assessed by the Card Issuer against your Card during the statement period. If no debits or credits are posted to your Card during a particular month, you may not receive a statement for that month. In any case, you will receive a statement at least quarterly. You agree to examine promptly each statement delivered to you and to notify us if the statement reflects any debits or charges that you believe should not have been paid, in whole or in part, or any deposits not credited, in whole or in part. The statement shall be conclusively deemed to be correct unless we are notified by you in writing within thirty (30) days after the closing date of the statement.

In addition, you can determine the balance of funds available on your Card (i) at any ATM, (ii) by calling (800) 710-4785, or (iii) via the internet at www.onlinepaycard.com/payway. You also can call us at (800) 710-4785 to find out whether your employer has loaded payment for you onto your Card. Because the fees described in Section 5 above and the amount of any transaction may not be immediately posted to your account, the information provided at ATMs may not accurately reflect the current balance of funds actually on your Card.

14. 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 claims concerning property or services purchased with the Card must be resolved by you directly with the merchant or seller who accepted the Card, and any claim or defense that you assert will not relieve you of your obligation to pay us the total amount of the charge. You cannot stop payment to merchants for transactions made through the use of your Card.

15. Preauthorized Payments/Stop Payments.

You agree that you will not authorize in advance any recurring charges against your Card. You also understand that you will not be able to stop payment on any individual transactions on your Card. The only way to stop a preauthorized charge is by notifying us at least three (3) business days before the charge is scheduled to be paid in order to cancel your Card, which will stop all payments on your Card.

16. Confidentiality Of Information About Your Card.

We may disclose information to third parties about your Card or your use of it:

- a. Where it is necessary for completing your transactions on your Card, or
- b. In order to verify the existence of funds on your Card for a third party, such as a credit bureau or merchant, or
- c. In order to comply with government agency or court orders, or
- d. If you give us your written permission, or
- e. Otherwise in accordance with our Privacy Pledge, which is being provided to you with your Card. You should review our Privacy Pledge and retain a copy of it for your records.

17. Your Liability For Unauthorized Transfers.

An unauthorized transfer means a transfer from your account that is initiated by another person without your authority to initiate the transfer and from which you receive no benefit. The term does not include any transfer that is initiated by a person who was furnished with the Card or your PIN by you, unless you have notified us that transfers by that person are no longer authorized and we have had reasonable opportunity to act on that notification.

- a. Tell us AT ONCE if you believe your Card or PIN has been lost or stolen. Telephoning is the best way to minimize your losses. You could lose all your money in your account. If you tell us within two (2) business days after you learn of the loss or theft, you can lose no more than \$50 if someone used your Card or PIN without your permission.
- b. If you do NOT tell us within two (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.
- c. Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within sixty (60) days after we sent the statement to you, you may not get back any money you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had told us in time.
- d. If we determine that extenuating circumstances kept you from telling us, we may extend the time periods.
- e. The limitations described in subsections (a), (b), and (c) above do not apply to, and you will not be liable for any unauthorized, signature-based POS transactions for the purchase of goods or services (not including cash-back transactions) if you notify us within forty-eight (48) hours after you learn of the loss or theft of your Card. If you notify us later than forty-eight (48) hours after you learn of the loss or theft of your Card, then you may lose no more than \$50 in connection with unauthorized, signature-based POS transactions for the purchase of goods or services (not including cash-back transactions). However, if your own negligence contributes to the unauthorized use of your Card, your liability may be more than \$50, subject to the limitations set forth in the foregoing subsections (a), (b), and (c). Your liability for unauthorized cash-back POS transactions for the purchase of goods and services, and for any other

unauthorized transactions for cash withdrawals, will be governed by the foregoing subsections (a), (b), and (c).

If you believe your Card has been lost or stolen or that someone has transferred or may transfer money from your Card without your permission, call: (800) 710-4785 or write: PayWay Bankcard Services, Attn: Dispute, P. O. Box 1111, Madison, Wisconsin 53701-1111.

18. Bank Liability.

If we do not complete a transfer to or from your Card on time or in the correct amount according to these Terms and Conditions, 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 stored on your Card to make the transfer.
- b. If the ATM where you are making a withdrawal 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 you have exceeded any limitations on the number or dollar amount of transfers.
- e. If your Card or PIN has been reported lost or stolen, or your Card has been damaged.
- f. If we do not receive the necessary transfer data from a third party, or if such data is incomplete or erroneous when we receive it.
- g. If we have reason to believe that the transfer was not properly authorized or is fraudulent.
- h. If a merchant or other financial institution refuses to accept your Card.
- i. If any failure on our part was not intentional and resulted from a bona fide error, notwithstanding procedures to avoid such error, except for actual damages (which do not include indirect, incidental, special or consequential damages).
- j. If the funds stored on your Card are subject to a court order, legal process or other restriction prohibiting the transfer.
- k. If making the transfer would cause us to violate any law, rule or regulation to which we are subject.
- l. If circumstances beyond our control (such as telecommunication or electrical outages and malfunctions, postal strikes or delays, computer system failures or natural disasters) prevent the transfer, despite reasonable precautions that we have taken.
- m. If any failure on our part was not intentional and resulted from a bona fide error, notwithstanding procedures to avoid such error, except for actual damages (which do not include indirect, incidental, special or consequential damages).

There may be other exceptions to liability stated in other agreements with you or otherwise provided by applicable law.

19. Disclaimer of Liability.

In providing the Card and related services to you, the Bank assumes no responsibility beyond the exercise of due care, and disclaims any duty or responsibility other than those expressly set forth in these Terms and Conditions.

20. Bank Right of Set-Off.

You agree that Bank is authorized at any time to apply the funds stored on your Card or in the related stored value account to any and all debts or liabilities you now or later may owe to the Bank. The Bank may exercise this right of set-off without notice to or demand on you, unless otherwise required by applicable law.

21. Collection Costs.

To the extent permitted by applicable law, you agree to pay all expenses that we actually incur in the collection of any amounts you owe under these Terms and Conditions, or in connection with any legal process affecting your Card, the funds stored on that Card, or any ownership or authority disputes regarding these funds where we are the prevailing party. We may charge your Card for such costs and expenses without further notice to you, including reasonable fees paid to our attorneys who are not our salaried employees.

22. Inactive or Abandoned Accounts.

We will consider the stored value account related to your Card to be inactive if, over a period of six (6) months, no funds have been loaded

onto your Card, you have not used the funds stored on your Card or in the related account, or the statements or notices we send to you are returned as undeliverable. Those funds and that account also may be presumed abandoned after a specified period of time. You agree to pay any applicable fees for inactive or abandoned funds and accounts provided in the PayWay Fee Schedule. Funds and accounts that are presumed to be abandoned will be escheated to the state in which they are maintained in accordance with applicable law.

23. Termination.

The Card shall remain the property of the Bank and you agree upon demand to return your Card to the Bank. Your right to use your Card may be terminated as provided below:

- You may terminate use of your Card at any time by notifying us at 800-710-4785.
- We may terminate your right to use your Card at any time, for any reason or for no reason, and without any prior notice to you.
- If you cease to be employed by the employer through whom you applied for the Card, we may, in our sole discretion, choose either:
 - Immediately to terminate your use of your Card, or
 - To permit you to withdraw any funds remaining on the Card, subject to these Terms and Conditions. Once no funds remain on your Card, your use of your Card automatically will be terminated.

In either case, we may, without any liability to you, (i) refuse to accept any additional credit to your Card, whether from your employer or otherwise; and (ii) continue to assess any applicable fees against any funds remaining on your Card.

Once your right to use your Card has been terminated, whether by you or by us, we will arrange to transfer any remaining funds stored on the Card to you, and we may refuse to honor any Card transactions presented to us for payment. Termination of your right to use your Card, whether by you or by the Bank, shall not affect prior transactions or obligations relating to your Card existing at the time of termination. If your employer attempts to load funds on your Card after your right to use that Card has been terminated, you agree that we may accept and apply those funds to any debts you owe to us, including any applicable fees and charges under these Terms and Conditions. We will have no liability to you for any damages you may suffer as a result of this termination.

24. Changes to Terms and Conditions.

We may change these Terms and Conditions (including fees and charges) at any time by delivering notice of the change to you at your address shown on our records, as provided by applicable law. Our changes may include adding new terms and deleting existing terms. We will give you at least thirty (30) days' notice prior to the effective date of any change. You agree that a summary of the change in terms is sufficient notice. If you continue to hold your Card or to use the Card during this period, either action will constitute your acceptance of the change. No change to any of the Terms and Conditions will be effective unless authorized by one of our corporate officers in writing.

24. Assignment.

You may not transfer or assign these Terms and Conditions to any other person without the Bank's prior written consent. We may assign our obligations to you under these Terms and Conditions without your consent or notice to you.

25. Severability/No Waiver.

If any provision of these Terms and Conditions shall be deemed unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Terms and Conditions and shall not affect the validity and enforceability of any remaining provisions. The Bank's failure to enforce the strict performance of any provision of these Terms and Conditions will not constitute a waiver of the Bank's right to subsequently enforce such provision or any other provisions of these Terms and Conditions. For example, we may, at any time and in our sole discretion, delay imposing or choose not to impose part or all of any fee or other amount or delay exercising or choose not to exercise any of our other rights provided in these Terms and

Conditions and, if we do so, we will not waive our right to impose that fee or other amount or to exercise that right in the future.

26. Notices.

You agree to send us written notice of any change in your address. Any notice we send you will be considered effective when it is deposited in the U.S. Mail to the address we have for you in our records. Unless otherwise provided in this Agreement, notice from you must be in writing and will be effective upon receipt, provided we have a reasonable opportunity to act on it.

27. Governing Law.

THESE TERMS AND CONDITIONS, THE CARD, AND ANY CLAIM, DISPUTE OR CONTROVERSY ARISING FROM OR RELATING TO THESE TERMS AND CONDITIONS, YOUR USE OF THE CARD, THE STORED-VALUE ACCOUNT IN WHICH FUNDS STORED ON THE CARD ARE MAINTAINED, OR THE ENFORCEABILITY AND INTERPRETATION OF THESE TERMS AND CONDITIONS, WHETHER BASED ON CONTRACT, TORT, FRAUD AND OTHER INTENTIONAL TORTS, STATUTE, REGULATION, CONSTITUTION, COMMON LAW AND/OR EQUITY, ARE GOVERNED BY AND WILL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ALABAMA (WITHOUT REGARD TO INTERNAL PRINCIPLES OF CONFLICTS OF LAW) AND APPLICABLE FEDERAL LAW. Any provision of these terms and conditions that conflicts with applicable law shall automatically be deemed amended to the extent necessary to make it conform to such applicable law as of the effective date thereof and shall be binding upon you without necessitating that we formally amend this agreement by the procedures specified above.

28. Adverse Claims to an Account.

If we are notified or have reason to believe that the ownership of or the right to make withdrawals from the funds stored on your Card or in the related stored value account is disputed, we have the right to rely on your instructions. At our option, however, we may place a "hold" on funds until resolution of the controversy, or we may accept an indemnity satisfactory to us, or we may deposit the funds with a court until a court order directs us to do otherwise. If we choose to deposit the funds with a court, you agree to reimburse us for all attorneys' fees and court costs we incur. No interest will be paid by us on funds deposited with a court.

29. Legal Process Affecting Your Account.

We will use reasonable efforts to give you prompt written notice of any attachment, garnishment, levy or other binding state or federal legal process we receive affecting the funds stored on your Card or in the related stored value account. We may refuse to permit transactions on your Card until the legal process is satisfied or dismissed. We will not contest any such legal process on your behalf and may take action to comply with such process as we determine to be appropriate. All legal process is subject to our right of setoff.

30. Arbitration/Waiver Of Jury Trial.

All unresolvable disputes or claims pertaining to your account (including services linked to your account) or the relationships that arise therefrom, whether based in contract, tort or otherwise, shall be resolved by binding arbitration under the expedited procedures of the Commercial Financial Disputes Arbitration Rules of the American Arbitration Association (AAA) and the Federal Arbitration Act in Title 9 of the US Code. Arbitration hearings will be held in the city where your account was established or where mutually agreed to. A single arbitrator will be appointed by the AAA and will be an attorney or a retired judge with experience and knowledge in banking transactions. Any issue concerning whether or the extent to which a dispute or claim is subject to arbitration, including but not limited to issues relating to the validity or enforceability of these arbitration provisions, shall be determined by the arbitrator. All statutes of limitations or other defenses relating to the timeliness of the assertion of a dispute or claim that otherwise would be applicable to an action brought in a court of law shall be applicable in any such arbitration, and the commencement of an arbitration under this Agreement shall be deemed the commencement of an action for such purposes. No provision of this paragraph shall restrict the ability of any person to exercise all rights and remedies available under applicable law or this Agreement; provided, however, that the exercise of those rights or remedies is subject to the right of any other person to demand

arbitration as provided herein. The commencement of legal action by a person entitled to demand arbitration does not waive the right of that person to demand arbitration with respect to any counterclaim or other claim. No person entitled to demand arbitration hereunder shall be permitted to assert a dispute or claim that is on behalf of any other person. Similarly, an arbitration proceeding under this Agreement may not be consolidated with other arbitration proceedings. Judgment upon the award rendered in arbitration shall be final and may be entered in any court, state or federal, having jurisdiction. IF A DISPUTE OR CLAIM IS NOT SUBJECT TO ARBITRATION FOR ANY REASON, THEN THE DISPUTE OR CLAIM SHALL BE DECIDED IN A COURT OF COMPETENT JURISDICTION WITHOUT A JURY. YOU AND WE IRREVOCABLY WAIVE ALL RIGHTS TO TRIAL BY JURY.

NOTICE OF ERRORS

In Case of Errors or Questions about Your Card Transactions, Telephone us at (800) 710-4785 or write us at PayWay Bankcard Services:

Attn: Dispute
P. O. Box 1111
Madison, Wisconsin 53701-1111

Notify us as soon as you can, if you think your statement or receipt is wrong or if you need more information about a Card transaction listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

- (1) Tell us your name and Card number.
- (2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- (3) Tell us 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 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 Card within 10 business days for the amount you think is in error, so that you will have the 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 credit your Card. For errors involving new Cards (cards are considered "new" during the first 30 days after issuance), point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new Cards, we may take up to 20 business days to credit your Card 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.

Your Ability to Withdraw Funds

Our policy is to make the funds deposited by your employer into your Card account available to you on the payday established by your employer or the day we actually receive the employer's deposit, whichever is later. If your employer fails to provide us with both the funds to be deposited and instructions for depositing those funds into your Card account by the deadlines provided in our agreement with your employer, the availability of those funds will be delayed until we receive both the funds and the instructions. Once the funds are available, you can withdraw funds in cash and we will use the funds to pay your transactions on your Card.

FEE SCHEDULE

You agree to pay the following fees imposed by Bank, as may be applicable, which automatically will be charged against your Card.

Withdrawal Fees

For each calendar month in which your employer loads funds on your Card, you may perform the following transactions free of any charges or fees:

- Up to four (4) cash withdrawals at any bank or bank branch displaying the Visa logo;

Depending on your Employer's PayWay plan you agree to pay the following fees to the Bank:

- Unlimited withdrawals/inquiries at Regions' ATMs, and
- Unlimited transactions using your signature at a Merchant's POS Terminal.

Or

- \$1.00 withdrawals/inquiries at Regions' ATMs, and
- \$1.00 transactions using your signature at a Merchant's POS terminal
- \$1.00 transactions using your PIN at POS terminals
- \$1.00 for Pay at the Pump transactions
- \$1.00 for Paper Statements (Internet statement free of charge)

And (all cards pay these fees)

- \$10.00 for a lost/replacement card
- \$3.00 for international ATM
- \$29.00 overdraft fee
- \$7.00 stop payment

You may not use the free withdrawals provided in one month during any later month. Because of the limitations imposed by some ATMs, you may not be able to withdraw all of the funds on your Card in your initial free withdrawal. If you want to withdraw all of your funds at one time, you should make a withdrawal at a bank or bank branch displaying the Visa logo. If you use a non-Regions ATM Terminal or a Shared Network POS Terminal to receive cash or to make an inquiry, the owner or operator of that Terminal may charge you a separate fee, in addition to any fees charged under these Terms and Conditions, and even if the Bank has agreed not to charge fees for that transaction. In addition, you may be charged fees by other third parties for use of your Card, such as (i) stores and merchants for POS transactions, and (ii) other banks and financial institutions for cash withdrawals at their branches.

Bank may add to, remove or otherwise change any and all of these fees in the future upon notice to you, as provided in Section 24 of the PayWay Card Terms and Conditions.