

Cumberland Valley National Bank & Trust Cash Card (Reloadable) Prepaid Card Terms & Conditions

Cumberland Valley National Bank Prepaid Reloadable MasterCard® Agreement

This prepaid Reloadable Card Agreement (“Agreement”) is the agreement between you and us with respect to our issuance and your use of the Cumberland Valley National Bank prepaid reloadable card (“Card”) and the Cash Card Program. The Card allows you to make purchases wherever MasterCard® debit cards are honored.

In this Agreement “you” and “your” mean the person who has received the Card and is authorized to use it, and “we,” “us,” and “our” mean Cumberland Valley National Bank., and its successors, agents, and assigns as issuer of the Card.

You can add funds to your card either by visiting a Cumberland Valley National Bank Branch or by calling Card Services at 1.800.999.3126. Only Account to Card transfers are permitted from a checking account with Cumberland Valley National Bank. You will be deemed to have accepted the Card and the terms of this Agreement if you sign the back of the Card or activate or use the Card. Please read this Agreement carefully and keep it for future reference.

- 1. Your Card.** The Card is a prepaid access device. All outstanding Cards are held in a single pooled account and are not insured by the FDIC. The balance on your Card does not earn interest. Your Card is not a credit card, and is not a debit card subject to the Electronic Funds Transfer Act and Regulation E. You will not receive periodic statements detailing activity on your Card.
- 2. Card Activation/Security.** Activate your Card by calling 1.866.224.9135. Be sure to sign the back of the Card. Your Card can be used anywhere MasterCard® debit cards are accepted to pay for merchandise and services, including online purchase transactions. The total amount of all Card transactions is limited to the balance of your Card. You are responsible for keeping your Card secure. You should also keep a record of your Card number in a safe place, in the event that your Card becomes lost or stolen.

You may access certain information about your Card online at www.cvnb.com by using your Card number and the card CVC2 code. You agree not to give or make available your Card number and CVC2 code to any unauthorized individuals. You are fully responsible for all activities that occur using your login information. We will not be liable for any loss that you may incur as a result of someone else using your login information, either with or without your knowledge.

- 3. Card Expiration/Refund.** Your Card is valid until the entire prepaid value on your Card has been used or the expiration date, whichever occurs first. The expiration date is printed on your Card. The card will be automatically reissued at the expiration date if funds remain

on the card.

4. Fees and Service Charges. You will be charged and you agree to pay the Fees described [below](#) and shown on the Schedule of Card Fees found at the end of this Agreement for all transactions made with the Card, as applicable. All fees, with the exception of the Card Purchase Fee, will be deducted from your Card balance.

- (a) *Lost or Stolen Card Redemption Check Fee:* There will be a fee imposed for the redemption of the remaining balance on a lost or stolen card.
- (b) *Check Redemption Fee:* There will be a fee imposed for redemption of the unused balance on an expired card.
- (c) *ATM Cash Withdrawal:* There will be a fee for each ATM cash Withdrawal.
- (d) *Inactivity Fee:* There will be a monthly fee when the card has not had activity for a period of three months.
- (e) *Replacement Card Fee:* This fee is charged for any card replacement.
- (f) *Reload Fee:* There will be a fee every time the card is reloaded.
- (g) *Cash Advance Fee:* There will be a fee for a cash advance.
- (h) *ATM Inquiry Fee:* There will be a fee for each ATM balance inquiry.
- (i) *Purchase Fee:* There will be a fee every time a card is purchased.

- 5. Authorized Use.** You are responsible for all authorized transactions initiated by use of your Card. If you permit someone else to use your Card we will treat this as if you have authorized this person to use your Card and you will be responsible for any transactions initiated by such person with your Card.
- 6. Merchant Disputes.** The use of your Card to purchase goods and services from merchants is a withdrawal from the value stored on your Card. You cannot “stop payment” on any transaction after it has been completed. If you have a problem with a purchase you make with the Card, or if you have a dispute with a merchant, you must deal directly with the merchant involved. We are not responsible if any Merchant does not honor your Card or for defects in or non-delivery of any goods or services you purchased using the Card. In the case of disputes, you may need to present a copy of your receipt. Therefore, you should keep receipts for purchases in a safe place. If you are entitled to a refund for any reason relating to a Card transaction, you agree to accept a credit to your Card in lieu of cash.
- 7. Error Resolution Procedures:** You may contact us in case of errors or questions about transactions arising from the use of your card. Call or write us at 1.800.999.3126 or Cumberland Valley National Bank & Trust Company PO Box 709 London, Kentucky 40743 as soon as you can, if you think your receipt is wrong or if you need more information about a transaction listed on the receipt. We must hear from you no later than 60 days after the date the transaction in question and you must provide the following information:

- Your name and Card number.
- A description of the error or the transfer you are unsure about, and an explanation as to why you believe it is an error or why you need more information; and

- The dollar amount of the suspected error.

If you tell us orally, we may require that you send your complaint or question in writing within 10 business days. Generally, we will tell you the results of our investigation, within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 calendar days to investigate your complaint or question. A written explanation will be sent to you within 3 business days after the investigation of the alleged error has been completed. You may ask for copies of documents that we used in our investigation.

8. Prohibited Transactions. The Card cannot be used internationally, to pay for automated fuel purchases (pay at the pump) or any gambling transaction. You cannot make regularly recurring payments from the Card. A merchant may refuse to accept a “split transaction” where part of the purchase is paid with the Card and the remaining amount with another form of payment offered by you (for example, cash, check or credit card). You agree that we are not liable if any Card transaction cannot be processed at a merchant.

9. Customer Service; Inquiries about Card Transactions. You will not receive statements detailing the activity on your Card. You can review your Card transaction history by calling us at 1-800-999-3126. You can also review your Card transaction history by visiting www.cvnbn.com and click on the “Logins” tab then click on “Cash Card”.

10. Loss, Theft or Unauthorized Use of your Card. Tell us AT ONCE if you believe your Card has been lost or stolen by telephoning us at 1.866.224.9135. We will revoke your Card to help lower losses. If you fail to notify us promptly and you are negligent in handling your Card you could lose all the money on your Card. You will not be liable for any losses if you satisfy the following conditions:

- You can demonstrate that you have exercised reasonable care in safeguarding the Card from risk of loss or theft.
- Upon becoming aware of the loss or theft, you promptly report the loss or theft to us.

A lost or stolen Card will not be replaced. Redemption of any remaining balance may be requested by writing to: Cumberland Valley National Bank, Attn: Card Services, PO Box 709, London, KY 40743. Your written request **must include:**

- your name and address
- the Card number
- the reason for your request.

Based on the results of our investigation, we will mail a check to you for the remaining balance (minus a service fee) after thirty (30) days.

11. Revocation of Card. The Card is our property, and we may revoke the Card at any time without cause or notice. You must surrender a revoked Card and you may not use a revoked Card. Upon revocation by us, we will return any remaining balance to you directly by check (free of charge) to the address furnished by you, unless prohibited by law.

12. Unclaimed Funds. The balance of your Card may become unclaimed funds which must be forfeited to the state of Kentucky according to applicable state law, if our records show

that you have not, within the statutory period, used the Card or corresponded with us concerning your Card.

- 13. Amendments; Notices.** We may make changes to the Agreement and such changes will be effective after notice has been posted on our web site as indicated on the back of your Card. We can make changes to the Agreement without prior notice to you if such changes are related to security of the Card or Card usage as required by MasterCard® or by law.
- 14. Limitation of Liability.** You agree that to the extent permitted by applicable law, we will not be liable to you for any damages in connection with the use or loss of the Card and you hold us harmless from any loss, liability, damage or expense arising out of your use of the Card, except for damages caused by our gross negligence or willful misconduct. In no event will we be liable to you for any indirect, special, punitive or consequential damages.
- 15. Disclosure of Card Information.** We may disclose information to third parties about you, your Card, or the transactions you make: (i) where it is necessary for completing transactions; or (ii) in order to verify the existence and condition of your Card for a third party, such as a merchant; or (iii) in order to comply with government agency or court orders; or (iv) if you give us your written permission; or (v) as described in the Cumberland Valley National Bank Privacy Policy. The Cumberland Valley National Bank Privacy Policy is available at www.cvnb.com or by calling 1.800.999.3126.
- 16. Applicable Law; Other Terms.** You agree that this Agreement shall be governed by the internal laws of the State of Kentucky and applicable federal law. We may waive any of the provisions or conditions of this Agreement, but any such waiver shall be effective only on that occasion and shall not be construed as a continuing waiver of the waived term on any other occasion. We may waive fees and the expiration date in some states, as required by law. If any term of this Agreement is found by a court to be illegal or not enforceable, all other terms will still be in effect. If we take legal action against you because of default by you in complying with the terms of this Agreement, you must pay our reasonable attorneys' fees and other costs of the proceedings.

Schedule of Card Fees

ATM Cash Withdrawal: \$1.50 per transaction

ATM Inquiry Fee: \$1.50 per transaction

Cash Advance Fee: \$3.00

Check Redemption Fee: \$10.00

Inactivity Fee: \$5.00 per month after three (3) months of no activity.

Lost or Stolen Card Redemption Check Fee: \$10.00

Purchase Fee: \$9.99

Reload Fee: \$1.99 per load

Replacement Card Fee: \$10.00