

Prepaid Card Agreement
As Amended, Effective January 31, 2013

This document is the OneWest Bank, FSB prepaid card agreement (“Agreement”) for the Magic Prepaid MasterCard® issued by OneWest Bank. The Fee Schedule on the back of the card carrier is part of this Agreement. By requesting and receiving, activating, using, or authorizing another person to use the prepaid card issued by OneWest Bank, FSB, you agree to the terms of the Agreement.

Definitions

authorized user means any person you allow to use your Card.

Card means the prepaid card issued to you by OneWest Bank, FSB. The Card is NOT a gift card or a credit card. Your Card is not a checking, savings, other demand deposit bank account, or other consumer asset account. You will not receive any interest on funds stored on your Card. Funds stored on your Card will be insured by the Federal Deposit Insurance Corporation (“FDIC”) to the extent allowed by law.

we, us, and our mean OneWest Bank, FSB, the issuer of your Card.

you and your mean the person who requested and received and/or activated this Card. You and your also mean anyone you authorize to use your Card.

Representations and Warranties

By requesting and receiving, activating, using, or authorizing another person to use your Card, you represent and warrant to us that:

- You are either a U.S. citizen or a legal alien, and that you reside within the 50 states, the District of Columbia, or Puerto Rico; and
- The personal information that you provided or will provide us is accurate, complete, and true.

Important Information about Procedures for Activating a Card

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 activates a Card.

What this means for you: When you request your 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.

Using Your Card

Card Activation: To activate your Card, call 1.866.530.2272.

Online Access: Many services are available online. Visit our website, www.onlymagiccard.com, to access your Card online.

Loading Your Card: You may add funds to your Card, called “loading,” as follows: (1) by direct deposit, (2) by requesting your bank to initiate an electronic funds transfer to your prepaid card using your bank’s website (if offered), (3) by loading cash onto your Card at a OneWest branch, or (4) by purchasing a Green Dot® MoneyPak® at a participating retailer and adding it to your Card. Participating retailers may charge you a fee for purchasing a MoneyPak at the retail location. Your bank may charge you a fee for an electronic funds transfer initiated through their website. You may load up to \$5,000 per day onto your Card, and up to \$10,000 per month. At our discretion, we may increase or decrease these limits at any time.

Funds Availability: We will make funds you load to your Card available to you and accessible for use with your Card on the same day we receive the funds.

Accessing Funds: Your Card is the only means to access the funds on your Card. However, if your Card is canceled, closed, or terminated you can call us at 1.866.530.2272 and obtain the remaining funds.

Purchases: You may use your Card to purchase or lease goods or services wherever the Card is accepted, as long as you do not exceed the value on your Card. Each time you use your Card, you authorize us to reduce your available funds by the transaction amount, plus any associated fees.

If you do not have sufficient funds on your Card to complete a transaction, the merchant may allow you to charge a part of the purchase to your Card and pay the difference in another manner. This is called a “split transaction.” If you do not have the entire transaction amount on your Card, you can instruct the merchant to complete a “split transaction.”

If you use your Card number without presenting your Card (such as for online purchases or bill payments), the legal effect will be the same as if you used the Card. You bear responsibility for all transactions initiated by use of your Card.

You agree you will not use the Card at unlawful domestic and/or international gambling websites, or to purchase illegal goods or services. We may refuse to process any transaction that may violate this Agreement.

Authorization Holds: When you use your Card to make a purchase, the merchant may ask us to authorize the transaction in advance. When we do so, we will place a temporary hold on your Card’s funds, in the amount that the merchant indicates, or we believe necessary, to ensure that the requested funds are available when the transaction settles. When using your Card for certain transactions, such as renting a car or reserving a hotel room, the merchant may place a hold on your Card that could extend up to 60 days. Funds that are subject to a hold will not be available for purchases or cash withdrawal.

Exceeding Amount on Card: When you use your Card, we will reduce the value available on your Card by the transaction amount and any applicable fees. You are not permitted to exceed the funds available on your Card. If we deny a transaction because you have insufficient funds available on your Card, we will charge you a transaction denial fee. (See the Fee Schedule.) If, however, a transaction, including any fees,

causes you to exceed the funds available on your Card, you will become immediately liable to us for the amount in excess of the available funds. You agree to promptly load that amount. If we do not receive prompt payment, we reserve the right to bill you for any outstanding amount. We may deduct the amount by which you exceed your available funds from any current or future funds on this or any other Card you activate, and from any account that you may have with us. Additionally, we may cancel your Card if you exceed the funds available on your Card one or more times.

Withdrawing Cash: You may use your Card to obtain cash from an ATM or POS (point-of-sale) location that bears the MasterCard® or NYCE symbol. The maximum amount that you may withdraw per day from a OneWest Bank ATM is \$500. Other ATMs may have a lower limit. When you use an ATM not owned by us, including for a balance inquiry even if you do not complete a withdrawal, you may be charged a fee by the ATM operator, in addition to the applicable fees imposed by us. (See the Fee Schedule.) You can get a transaction receipt when you use your Card at one of our ATMs. The maximum amount that you may withdraw from a POS location is \$500. The POS operator may set a lower limit, or may not allow withdrawals. At our discretion, we may increase or decrease our limits at any time. We may refuse to process any withdrawal transactions due to legal requirements or security concerns.

ATM Safety Tips: You agree to exercise discretion when using ATMs. To help ensure your safety when using an ATM, please keep in mind the following:

- If there are any suspicious circumstances occurring at or near the ATM, either do not use the ATM or cancel the transaction, secure the Card, and leave.
- Be cautious when withdrawing money at ATMs. Choose a well-lit, well-traveled area, and do not approach a dark ATM.
- Close the entry door of any ATM facility equipped with a door.
- At night, have someone accompany you when possible.
- Do not display your cash; secure it and count it later in a secure location.
- Make sure you safeguard your PIN – do not write every 60 days from the same person or company, it on your Card or carry it in your wallet or purse.
- Report all crimes to the ATM operator and local law enforcement officials immediately.
- We do not guarantee your safety while using an ATM.

Right to Stop Payment and Procedure for Doing So: If you have told us in advance to make regular payments from your Card, you can stop any of these payments. Here is how: Call us at 1.866.530.2272, or write us at OneWest Bank, FSB, P.O. Box 7056, Pasadena, CA 91109-9699, in time for us to receive your request three business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call.

Notice of Varying Amounts: If these regular payments may vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be.

Liability for Failure to Stop Payment of Preauthorized Transfer: If you order us to stop one of these payments three business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

Recurring Transactions: Recurring transactions are transactions that merchants automatically charge to your Card at a prearranged time, usually each month, and they can recur without any action on your part. Examples of merchants that may use recurring transactions include internet service providers, gym memberships, and wireless carriers. If your Card does not have sufficient value on it, the merchants may suspend or cancel your service. We are not responsible if we decline a recurring transaction because you did not maintain sufficient value on your Card to cover the transaction.

Direct Deposits: If you have arranged to have direct deposits made to your Card at least once you can call us at 1.866.530.2272 to find out whether or not the deposit has been made.

Obtaining Card Information, Including Your Card Balance: You may obtain information about the amount of money you have remaining on your Card and your available transaction history online at www.onlymagiccard.com. This information is also available by calling us at 1.866.530.2272.

You also have the right to obtain a 60-day written history of Card transactions by calling 1.866.530.2272 or by writing us at OneWest Bank, FSB, P.O. Box 7056, Pasadena, CA 91109-9699.

You may choose to receive a paper statement in the mail; however, we will charge you \$5.95 for each paper statement we mail to you.

Returns and Refunds: If you are entitled to a refund for goods or services that you purchased with your Card, you agree to accept the refund as a credit to your Card. The amount refunded may not be immediately available on your Card.

Expiration Date: The expiration date for your Card is on the front of your Card. You may not use the Card after its expiration date, subject to applicable law. If a balance remains on your Card after the expiration date, and your Card remains in good standing, we will transfer that balance to a renewal Card.

Card Replacement: Please contact us at 1.866.530.2272 if you need to replace your Card for any reason. In order to verify your identity, you will be required to provide personal information, which may include your Card number, full name and transaction history. There will be a fee for replacing your Card. (See the Fee Schedule.)

Communications

Text Message, Short Message Service (“SMS”), or Email Message Notifications: You are eligible to receive Card updates via text, SMS, or email messages. To do so, you can enroll by visiting our website, www.onlymagiccard.com. Your phone must be capable of receiving text or SMS messages, and your phone account must allow you to receive text or SMS messages. Standard messaging and data fees from your phone provider may apply. By enrolling in the service, you agree that we will not be liable for incomplete, lost, late, or misdirected text, SMS, or email messages. You also agree that we will not be liable for any technical problems, including, but not limited to, malfunctioning computer systems, unavailable network connections, and failed or incomplete text, SMS, or email transmissions. Fees for this service may apply. (See the Fee Schedule.)

Our Liability

If we do not complete a transfer to or from your Card on time or in the correct amount according to our Agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- (1) If, through no fault of ours, you do not have enough money on your Card to make the transfer.
- (2) If the ATM where you are making the transfer does not have enough cash.
- (3) If the electronic terminal was not working properly and you knew about the breakdown when you started the transfer.
- (4) If a merchant refuses to accept your Card.
- (5) If there is a hold or your funds are subject to legal process or other encumbrances that restrict their use.
- (6) If access to your Card has been blocked after you reported your Card lost or stolen.
- (7) If we have reason to believe that the requested transaction is unauthorized.
- (8) If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- (9) Any other exception stated in our Agreement with you.

Your Liability for Unauthorized Transfers

Tell us AT ONCE if you believe your Card or PIN has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your Card or PIN by calling 1.866.530.2272. Telephoning is the best way of keeping your possible losses down. You could lose all the money on your Card. If you tell us within two business days after you learn of the loss or theft of your Card, you can lose no more than \$50 if someone used your Card without your permission.

If you do NOT tell us within two business days after you learn of the loss or theft of your Card, and we can prove we could have stopped someone from using your Card without your permission if you had told us, you could lose as much as \$500. (Note: MasterCard has a Zero Liability Policy, which applies only for signature purchase transactions. Under that policy, you will not be liable for the amounts stated above if:

- i. Your Card is in good standing,
- ii. You have not reported more than two incidents of unauthorized use in the preceding 12 months, and
- iii. You have exercised reasonable care in safeguarding your Card from risk of loss or theft.

Also, if your statement shows transfers that you did not make, including those made by Card, code or other means, tell us at once. If you do not tell us within either 60 days after you electronically access your Card history, provided that the electronic history made available to you reflects the transfer, or within 60 days after we send you a written history in response to your request for your Card transactions, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

Unauthorized Transactions

Contact in Event of Unauthorized Transfer. If you believe your Card has been lost or stolen, call:

1.866.530.2272

Or write:

OneWest Bank, FSB P.O. Box 7056

Pasadena, CA 91109-9699

You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your Card without your permission.

Foreign Transactions

MasterCard Information on Foreign Currency Conversion: If you make a transaction in a foreign currency, the transaction will be converted by MasterCard International into a U.S. dollar amount in accordance with the operating regulations or conversion procedures in effect at the time the transaction is processed. Currently, those regulations and procedures provide that the currency conversion rate to be used is either (1) a wholesale market rate or (2) a government-mandated rate in effect one day prior to the processing date. The currency conversion rate in effect on the processing date may differ from rates in effect on either the transaction date or the posting date.

Foreign Transaction Fee: For foreign transactions, we impose a fee equal to 2% of the U.S. dollar amount of the transaction. We add this fee for each purchase made outside the U.S., whether made in U.S. dollars or in a foreign currency, and it will be deducted from the balance on your Card.

Confidentiality

We will disclose information to third parties about your Card or the transfer you make:

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

Arbitration

Agreement to Arbitrate

Maintaining good relationships with our clients is very important to us. We ask that you contact us immediately if you have a problem with your Card or a service we provide. Often a telephone call to us resolves the matter quickly and amicably. However, if you and we are unable to resolve our differences informally, you agree by opening or maintaining a Card with us, that if any dispute between you and us arises regardless of when it occurs, it will be settled, at the option of you or us, using the following procedures:

YOU AND WE AGREE AND UNDERSTAND THAT (1) YOU AND WE ARE GIVING UP THE RIGHT TO TRIAL BY JURY AND (2) THAT THIS SECTION PRECLUDES YOU AND US FROM PARTICIPATING IN OR BEING REPRESENTED IN ANY CLASS OR REPRESENTATIVE ACTION OR JOINING OR CONSOLIDATING THE CLAIMS OF OTHER PERSONS.

You and we elect to be bound by the Federal Arbitration Act (Title 9 of the United States Code). Except as set forth below, the parties agree to arbitrate any dispute or controversy concerning your Card or related services. Either party may request that the matter be submitted to arbitration.

Commencing an Arbitration

The party electing arbitration must notify the other of such election. If you elect arbitration you must notify us in writing at 888 E. Walnut Street, LK03-02, Pasadena, CA 91101. If we elect arbitration we will notify you in writing at your last known address on file.

Disputes: A dispute is any unresolved disagreement between you and us that relates in any way to your Card or services governed by these Terms and Conditions, or to your use of any of our banking branches, our OneWest Bank ATMs, or any other method you may use to access our products and services. It includes any claim that arises out of or is related to this Card or these services or agreements.

Binding Arbitration: Binding arbitration is a means of having an independent third party resolve a dispute without using the court system, judges or juries. Either you or we can request binding arbitration.

If either you or we fail to submit to binding arbitration following a lawful demand, the party who fails to submit bears all costs and expenses incurred by the party compelling arbitration. Each arbitration, including the selection of the arbitrators, is administered by the American Arbitration Association (AAA), according to the commercial arbitration rules of the AAA. Each arbitration is governed by the provision of the Federal Arbitration Act, and, to the extent any provision of the Act is inapplicable, unenforceable or invalid, the laws of the state that govern the relationship between you and us or in which the dispute arose. Small claims court actions are not eligible for arbitration.

Powers and Qualifications of Arbitrators

The arbitrator will give effect to statutes of limitation, waiver and estoppel and other affirmative defenses in determining any claim. The arbitration award may include equitable and declaratory relief. All arbitrators will be required to be practicing attorneys or retired judges licensed to practice law in the State of California and will be required to be experienced and knowledgeable in the substantive laws applicable to the subject matter of the dispute.

No Class Action or Joinder of Parties

No class action, private attorney general or other representative claims may be pursued in arbitration, nor may such action be pursued in court if either you or we elect arbitration. Unless mutually agreed to by you and us, claims of two or more persons may not be joined, consolidated or otherwise brought together in the same arbitration (unless those persons are joint account owners or beneficiaries on your Card and/or related parties, or parties to a single transaction or related transactions).

Rights Preserved: This agreement to arbitrate and the exercise of any of the rights you and we have under this Agreement, does not stop you or us from exercising any lawful rights either of us has to use other remedies available: to preserve, foreclose or obtain possession of real or personal property; exercise self-help remedies, including set-off and repossession rights, the right to restrain funds in an Account, to interplead funds; to comply with legal process; or to obtain provisional remedies such as injunctive relief, attachment or garnishment by a court of appropriate jurisdiction. If our dispute involves third parties who are not subject to this agreement to arbitrate, then dispute resolution shall not be stayed pending resolution of the dispute with the third party or parties absent of a modification of this agreement to arbitrate, between us.

In California: If an action or proceeding is initiated before any court in California and neither you nor we request that the dispute be submitted to arbitration, then, upon motion by either you or us, the dispute shall be heard by an active attorney or a retired judge selected by the AAA who is then appointed by the court in which the action commenced, according to the reference provision of the California Code of Civil Procedure, Section 638 et seq. This reference process is not subject to a trial by jury; the trial is conducted before the active attorney or retired judge under California law.

Additional Terms

Governing Law: Federal law and the law of California, where we are located, govern the terms and enforcement of this Agreement and your Card. If any provision of this Agreement is determined to be unenforceable under applicable law, the other provisions of this Agreement will remain valid and enforceable.

Enforcing this Agreement: We will not lose our rights under this Agreement because we delay in enforcing them or fail to enforce them.

Unclaimed Property: If we do not have a record of Card activity for several years, state law may require us to report the balance on the Card as unclaimed property. In accordance with state law, we may try to locate you at the address shown in our records. If we cannot locate you, state law may require us to deliver any value remaining on the Card to the state as unclaimed property.

Address or Name Changes: You agree to notify us of any changes to your mailing address, email address, telephone number, or name.

Changes to this Agreement: We may amend or change the terms and conditions of this Agreement at any time, to the extent permitted by law. We will notify you at least 21 days before the effective date of any change if the change will result in increased fees, increased liability for you, fewer types of available electronic fund transfers, or stricter limitations on the frequency or dollar amount of transfers. If the change is made for security purposes, we can implement that change without prior notice. Any use of the Card after the change in terms will constitute acceptance of the new terms and conditions.

Card Cancellation: We may cancel or suspend your Card at any time. If your Card has a zero or negative balance, at our option, we may cancel your Card. You may cancel your Card by either returning the Card to us or calling and canceling your Card. If your Card is canceled, closed, or terminated for any reason, we may provide you with a period to spend down your remaining funds, or you can call 1.866.530.2272 or go to a branch to obtain the funds.

Assignment: We may sell, transfer or assign this Agreement and your Card to a third party. We may do so at any time without notifying you. You may not sell, assign or transfer your Card or any of your obligations under this Agreement.

Business Days: For purposes of these disclosures, our business days are Monday through Friday, 7 a.m. to 6 p.m. (Pacific Time), and Saturday, 8 a.m. to 2 p.m. (Pacific Time). Sundays and holidays are not included.

English Language Controls: Any translation of this agreement is provided for your convenience. The meanings of terms, conditions and representations herein are subject to definitions and interpretations in English language. Any translation provided may not accurately represent the information in the original English.

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Information About Your Right to Dispute Errors

In Case of Errors or Questions about your Card telephone us at 1.866.530.2272 or write us at OneWest Bank, FSB, P.O. Box 7056, Pasadena, CA 91109-9699 as soon as you can, if you think an error has occurred on your Card. We must allow you to report an error until 60 days after the earlier of the date you electronically access your Card history, if the error could be viewed in your electronic history, 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 1.866.530.2272 or writing us at OneWest Bank, FSB, P.O. Box 7056, Pasadena, CA 91109-9699.

You will need to tell us:

1. 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 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, 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. If you need more information about our error-resolution procedures, call us at 1.866.530.2272.