



**Comdata<sup>®</sup>**  
**Cardholder Agreement**



One Card. Endless Possibilities.

# CARDHOLDER AGREEMENT

## For Reloadable Prepaid MasterCard® Card with Cash Access

This Cardholder Agreement (“Agreement”) sets forth the terms of your Card, and replaces any previous agreement for your Card. “Card” or “Card” means the MasterCard® branded prepaid card issued to you at the request of the company that provided you with your Card (the “Company”). The Card is issued by Regions Bank and is administered by Comdata Network, Inc. (“Comdata”). As used herein, “we” “us” and “our” refers to Regions Bank and Comdata or anyone to whom we assign our rights and “you and “your” refers to the individual who was assigned a Card through his or her company.

By validating, using and keeping your Card, you represent and warrant to us that (a) you accept the Card; (b) you have provided us and the Company with a verifiable U.S. street mailing address (and not a P.O. Box); (c) the personal information you have provided to us and/or the Company in connection with the Card is true, correct and complete; and (d) you have received and read a copy of this Cardholder Agreement and agree to comply with and be bound by its terms.

**1. Card.** The Card is a prepaid card and not a credit card. You do not have a credit line or overdraft protection, and you are not accessing your bank checking or savings account when you use your Card. These Cards are offered exclusively to businesses for purposes of distributing non-payroll funds. Only the Company may load value to your Card, and you may only redeem the value loaded to your Card in accordance with this Cardholder Agreement. The Company determines when and if a value load should be made and the amount of the load. So long as we comply with the Company’s instructions regarding loads, you agree that we are not responsible or liable in any manner whatsoever for any inquiry or dispute you may have about such loads. Depending on the Company’s policies, the Company may reload your Card from time to time. No one other than the Company is permitted to reload the Card. Unless otherwise agreed by us, the maximum amount of value that the Company may load to your Card on one day is \$1,000. You may NOT use your Card to make a purchase or withdraw funds in an amount greater than the value on the Card. You will not earn interest for the value on your Card. Your Card is not transferable and may be used only by you. You have limited rights concerning use of the Card. Your use of the Card signifies your agreement to properly use the Card as defined in this Agreement. The Card is our property and you may not transfer or assign it to anyone else. We reserve the right to refuse to make any transfers requested by you and to suspend or restrict the use of the Card, and we and/or any Terminal owner/operator may keep the Card at any time. You must return the Card to us upon request. For example, if we or any Terminal owner/operator suspects or has reason to believe that the Card has fallen into the hands of an unauthorized user, or is being used fraudulently or in breach of this Agreement, we or any Terminal owner/operator may keep the Card the next time it is used at a Terminal. Neither we nor any Terminal owner/operator, however, is obligated to keep the Card under any circumstances. We may also issue a new Card at any time.

**2. Using the Card.** You may use your Card as follows:

- You may obtain cash at any automated teller machine (“ATM”) that accepts Cirrus® cards. Note that ATM owners may set limits on the amount of cash you can withdraw from their ATMs and may charge fees for use of their ATMs.
- You may make purchases at PIN-based point-of-sale (“POS”) merchants that accept Maestro® cards. Many retailers will allow you to get cash back when you make a retail purchase. The retailer will set the dollar limit on the amount of cash.
- You may use your Card anywhere MasterCard is accepted.

Many retailers will allow you to use your Card value toward a purchase and pay the balance of the purchase with another form of payment. This is called a “split tender” and most retailers allow it, but you should check with the retailer

first before making your purchase. Some retailers will only accept cash as the other form of payment. You agree that you will not use the 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 Maestro or MasterCard logos 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. However, we reserve the right to decline any transaction that we believe is an illegal transaction or a high-risk transaction in any applicable jurisdiction. 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.

You agree that you will not to use your Card in connection with any internet or online gambling transactions, whether or not gambling is legal in any applicable jurisdiction. For security reasons, we may place limits on the amount, number or types of transactions you can make using your Card. We may decline or refuse to process any transaction that we believe is an internet or online gambling transaction, a high risk transaction, or which may violate the terms of this Agreement.

You agree we may deduct the amount of your transactions and applicable fees as set forth in the Fee Schedule (see Section 10 below), and any other amount you owe us in connection with your Card, directly from the balance on your Card.

**3. Account Information; Receipts.** You can check your Card balance or confirm whether your company has loaded value to your Card at any time by calling the toll free telephone number listed on the back of your Card (1-888-265-8228) to access an interactive voice response system. You may also speak to a Comdata customer service representative with questions about your Card. You may also get your Card balance and Card transaction history on the Internet at [www.cardholder.comdata.com](http://www.cardholder.comdata.com). You will need to register as a user at this website first before you will be able to access your Card information.

You should get a receipt at each merchant where you use your Card. The receipt will indicate the date, time, place and amount of the transaction, but may not indicate the remaining balance on your Card. You agree to retain your receipts to verify your transactions.

You understand and agree that we may, in our discretion (but are not obligated to), monitor and/or record any of your telephone calls with us without any further notice for quality control purposes and for our own protection. We also may monitor, record and/or make a record of any other communications between you and us without any further notice, and we may use the resulting information for internal purposes or as may be required by applicable law. You hereby consent to our monitoring and/or recording of any telephone calls and other communications with you. You acknowledge and understand we may not record all telephone calls or communications, and we do not guarantee that recordings of any particular telephone calls or communications will be retained or be capable of being retrieved.

**4. Authorization Holds.** When you use your Card to pay for goods or services, certain merchants may ask us to preauthorize the transaction and may estimate its final value. When we preauthorize the transaction, we commit to make the requested funds available when the transaction finally settles and may place a temporary hold on your Primary Cardholder's funds for the amount indicated by the merchant. Some merchants may add an amount to the transaction in order to ensure sufficient funds will be available to cover the final transaction (such as for an estimated tip). If the amount of the authorization request exceeds the value on your Card, then the transaction is likely to be declined. Transactions at certain high dollar merchants, such as

rental car companies and hotels, may cause a "hold" on your available balance for **up to seven (7) days**. Until the transaction finally settles or we determine that it is unlikely to be processed, **the funds subject to the hold will not be available for other use**. We will charge your Card only for the correct amount of the final transaction, and we will release any excess held amount when the transaction finally settles. Please note that we cannot arrange for a release of a hold prior to the seven (7) days without a signed letter from the merchant. In addition, if you begin a purchase and the merchant obtains an authorization, and then you cancel the purchase without completing it or use another method of payment, the authorization may result in a temporary hold for the amount of the purchase for at least seven (7) days.

**5. Negative Balances.** You must maintain sufficient value on your Card to pay for each transaction. If you attempt a transaction for more than the value available on your Card, then the transaction will usually be declined. In the event that, for any reason including a systems malfunction, you are able to complete a transaction in excess of the value available on your Card (creating a "negative balance"), you agree to pay Comdata the full amount of any negative balance immediately without further demand. We have the right to deduct and offset amounts owed to us from you against future loads to your Card or any other card you activate or maintain through Comdata.

**6. Refunds; Disputes.** If you are entitled to a refund for any reason for a transaction processed with your Card, you agree to accept a credit to your Card instead of a cash refund. We are not responsible for the delivery, quality, safety, legality or other aspect of goods or services that you purchase using the Card. Any disputes with a merchant about purchases you make using your Card should be addressed to the merchant.

**7. Liability for Unauthorized Transactions.** You agree to safeguard the Card and treat it like cash. The Card can be replaced if it is lost or stolen or if you believe that an electronic fund transfer has been made without your permission, with certain restrictions. You should call 1-888-265-8228 immediately to report a lost or stolen Card. You will be required to provide your name, the Card number and transaction history. If you do not contact us immediately, you could lose all the money in your Card account. If you tell us within two (2) 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 (2) 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. We reserve the right to require an affidavit and conduct an investigation into the validity of any request. You will not be liable for transactions identified by us as unauthorized if: (a) You have exercised reasonable care in safeguarding your Card from risk of loss or theft; (b) You have not reported two or more incidents of unauthorized use in the immediately preceding 12-month period; and (c) Your Card account is in good standing. We have the right to charge a Replacement Card Fee (subject to applicable law) for any lost/stolen Card, which will be deducted from the balance on the Card. A reissued Card may take up to thirty (30) days to process.

Even if we are entitled under this Cardholder Agreement and under applicable law to hold you responsible for a loss, we reserve the right to waive your liability in our sole discretion.

**8. Errors and Disputes.** You acknowledge that purchases made with prepaid cards are similar to those made with cash. You cannot "stop payment" or lodge a "billing dispute" on such transactions. You are responsible for resolving disputes arising out of the Card transactions, including disputes related to the quality, safety or legality of merchandise or services. In case of errors or questions about your Card transactions, call 1-888-265-8228 if you think your receipt is wrong or if you need more information about a transaction on the receipt.

**9. Unauthorized Use.** You agree to cooperate with us in our investigation of any possible unauthorized use of your Card and in our attempts to recover funds from, and to assist in the prosecution of, any unauthorized users of your Card. If you authorize another person to use your Card, then you agree to be liable for all transactions arising from the use of the Card by that person, to the fullest extent permitted by law.

**10. Fees.** You agree to pay Comdata fees as set forth in the Fee Schedule for use of your Card. These Comdata fees will be deducted from your Card balance. The current Comdata fees are disclosed to you in the Fee Schedule provided by the Company. If you have not received a Fee Schedule from the Company, then please contact Comdata at 1-888-265-8228. We will notify you of any changes in these Comdata fees.

ATM owners and other places where you use your Card may charge fees (even for a balance inquiry without completing a funds transfer) that will be deducted from your Card balance. These fees are outside of our control.

If you use your Card outside the United States, or if you obtain funds (or make a purchase) in a currency other than US Dollars, then the amount deducted from your funds will be converted into US Dollars by the applicable card network (Cirrus, Maestro or MasterCard) using a conversion rate that is either a government-mandated exchange rate or a wholesale exchange rate selected by the card network. The conversion rate will be the applicable rate for the date the transaction is processed by the card network, which could be a different rate from the rate on the date the transaction occurred or when it is posted to your account. The card network will charge a cross-border fee of .8% and currency conversion fee of .2% (for a total fee of 1% of the transaction amount) to be included in the transaction amount. This charge is independent of and in addition to our international transaction fees set forth in your Fee Schedule.

**11. Business Days.** Our "Business Days" are Monday through Friday except for federal holidays.

**12. Liability.** From time to time, the Card service may be inoperative, and when this happens, you may be unable to use your Card or obtain information about your balance. Please notify us if you have any problem using your Card and we will take reasonable steps to address the problem. You agree that we are not responsible for any interruption of service. EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT OR BY APPLICABLE LAW, YOU AGREE THAT WE SHALL NOT BE RESPONSIBLE TO YOU FOR ANY LOSS, INJURY, OR DAMAGE ARISING OUT OF THE PERFORMANCE OF THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY. IN NO EVENT SHALL REGIONS BANK OR COMDATA BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES EVEN IF WE HAVE BEEN SPECIFICALLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**13. Confidentiality.** We will disclose information to third parties about your Card or the transactions you make:

- (i) Where it is necessary or helpful for completing transactions, or
- (ii) In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant, or
- (iii) In order to comply with government agency or court orders, or
- (iv) If you give us your written permission;
- (v) To service providers who administer the Card or perform card production, data processing, records management, collections, and other similar services for us, in order that they may perform those services;
- (vi) In order to prevent, investigate or report possible illegal activity;
- (vii) In order to issue authorizations for transactions on the Card; and
- (viii) As permitted by law.

You understand that your Company has provided your Card to you, provides all funds loaded to the Card, and administers your Card program. Designated

Company representatives have access to your Card loads, cancels and Card balance, and you agree to this access by your Company.

Comdata's privacy policy is included at the end of this Cardholder Agreement.

**14. Consumer Protection Inapplicable.** You acknowledge, represent and warrant that all accounts that can be accessed under this Agreement are not accounts established primarily for personal, family or household purposes and that the Company provided you with the Card for business purposes. Accordingly, the provisions of the Electronic Fund Transfer Act, as amended (15 U.S.C. 1693 et seq.), Federal Reserve Regulation E, as amended (12 C.F.R. 205), and any other laws or regulations intended for the protection of or governance of transactions involving consumers or consumer accounts do not apply to any transactions involving accounts subject to this Agreement.

**15. Expiration; Cancellation.** Your Card will expire on the expiration date (last day of the month) embossed on your Card. Subject to applicable law, you may use the Card only through its expiration date. If you attempt to use the Card after the expiration date, then the transactions may not be processed. If the Company is still loading new value to your Card when it expires, then a new Card will be issued to you and the balance of your expired Card will be transferred to your new Card. If the Company is not still loading new value to your Card when it expires, then you will not receive a new Card. Whenever you stop receiving new value on your Card for any reason, then you should use the remaining balance in a timely manner. Remember if you only have a small balance, then you can do a "split tender" transaction (see above Section 2, Using the Card).

After your Card expires and no new Card is issued to you, we will attempt to refund you any remaining balance on your Card, less any amounts owed to us. Remember to keep your address information current with us by updating your profile on [www.cardholder.comdata.com](http://www.cardholder.comdata.com) or by calling us at 1-888-265-8228 or writing to Comdata Customer Service at 5301 Maryland Way, Brentwood, TN 37027. If we are unable to locate you to provide you a refund, then we will treat any remaining funds as unclaimed in accordance with applicable laws.

We reserve the right, in our sole discretion, to limit the uses, suspend or cancel your Card for any reason allowed by law, such as if we suspect possible fraud or suspicious activity or for security reasons. We also may cancel your Card if it has a zero or negative balance and is not being reloaded with new value by your Company.

You remain responsible for any use of your Card even after it is cancelled or expires. To the extent permitted by law, you agree to pay attorneys' fees and collection costs we incur in collecting amounts you owe us and enforcing our rights under this Cardholder Agreement.

**16. Disclaimer of Warranties.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, TO YOU REGARDING THE CARD, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**17. Additional Terms and Conditions.**

- (a) **No Assignment.** You may not assign or transfer your Card or this Agreement, or any of your rights therein and there under, without our prior written acknowledgement and consent, which may be granted or withheld in our absolute discretion. We may assign this Agreement and/or any or all of our rights hereunder, or delegate any or all of our responsibilities hereunder, to any third party or parties in our discretion and without notice to you, subject to the requirements of applicable law. Subject to the foregoing, this Agreement shall be binding on the parties hereto and their respective successors and assigns, heirs, executors, and administrators.
- (b) **Provisions Severable.** If any term or provision of this Cardholder Agreement is held to be void, invalid or unenforceable, the rest of this Cardholder Agreement will not be affected and shall remain valid and enforceable.

- (c) **Waiver.** We can waive or delay enforcement of any of our rights under this Cardholder Agreement without losing them.
- (d) **Headings.** The section headings contained in this Cardholder Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Cardholder Agreement.
- (e) **Notices.** We may send notices to you at the last postal or e-mail address for you in our Card records. You agree to notify us promptly if your postal address or e-mail address changes by updating your profile on **www.cardholder.comdata.com** or by calling us at 1-888-265-8228 or writing to Comdata Customer Service at 5301 Maryland Way, Brentwood, TN 37027.
- (f) **Governing Law.** This Cardholder Agreement will be governed by and interpreted in accordance with federal law and, to the extent federal law does not apply, by the laws of the State of Tennessee.
- (g) **Amendment.** We may amend or change the terms of this Cardholder Agreement at any time. You will be notified of any change in the manner provided by applicable law prior to the effective date of the change. However, if the change is made for security purposes, we can implement the change without prior notice.
- (h) **Entire Agreement.** This Cardholder Agreement constitutes the entire agreement between you and Comdata relating to the Card and supersedes all prior or contemporaneous agreements and understandings between you and us.



# Comdata Privacy Policy

## Non-Public Personal Information We Collect

We collect nonpublic personal information about you from the following sources:

- Information we receive from you on applications or other forms and at our website;
- Information we receive from your employer or the Company that provided your Card to you;
- Information about your transactions with us, our affiliates, or others; and
- Information we receive from a consumer reporting agency.

## Non-Public Information We Disclose

We do not disclose any nonpublic information about our cardholders or former cardholders to anyone, except as permitted by law.

As a reminder, your employer or the Company that provided the Card to you provides administrative services in connection with your Card. Therefore, as permitted by law, your employer or the Company that provided the Card to you does have access to your Card loads, cancels and Card balance.

## Confidentiality and Security of Non-Public Personal Information

We restrict access to nonpublic personal information about you to those employees who need to know that information to provide products or services to you. We maintain physical, electronic and procedural safeguards that comply with federal standards to guard your nonpublic personal information.

## Maintaining Accurate Information

We have a process in place that helps us to maintain the accuracy of the personally identifiable information that we collect. Please visit our website at [www.cardholder.comdata.com](http://www.cardholder.comdata.com) to review and correct information about yourself, such as a change in your name, address or e-mail address. If you believe our information is inaccurate or incomplete, you also may contact us at the number on the back of your Card (1-888-265-8228) or at: Comdata Customer Service, 5301 Maryland Way, Brentwood, TN 37027.

## Changes to this Policy

We may add to, delete from, or otherwise change the terms of this Privacy Policy from time to time by posting a notice of the change (or an amended Privacy Policy) at our website, [www.cardholder.comdata.com](http://www.cardholder.comdata.com).

If required by law, we will send you a notice of the change. Your continued use of any service following such notification will constitute evidence of your agreement to the revised Policy.