

IMPORTANT — PLEASE READ THIS MATERIAL CAREFULLY AND RETAIN IT WITH YOUR OTHER IMPORTANT ACCOUNT RECORDS.

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 apply for the Amalgamated Bank Mastercard® Payment Card, we will ask for your name, address, date of birth, and other information that will allow us to identify you.

1. Agreement

You are receiving this Card because you have consented and agreed to receive payments from the City of New York Administration for Children's Services ("ACS") onto the Amalgamated Bank Mastercard® Payment Card ("Card"). This agreement ("Agreement") sets forth the terms and conditions under which Amalgamated Bank has issued to you the Card. In consideration for the Bank issuing you a Card, you agree to be bound by the following terms and conditions by accepting and using, or by the use by any person that you authorize to use the Card (called an "Authorized User"). In this Agreement, the words "you" and "your" mean the person to whom the Bank has issued a Card. The words "we," "us," "our," and "Bank" mean Amalgamated Bank. You agree to sign the back of the Card immediately upon receipt. The Card will remain the property of Amalgamated Bank and must be surrendered upon demand. The Card is nontransferable, and it may be canceled, repossessed, or revoked at any time without prior notice subject to applicable law. Please read this Agreement carefully and keep it for future reference.

2. Additional Definitions

Amalgamated Bank Payment Card Fees & Limits Schedule
Means the Schedule attached to this Agreement that sets forth the fees, charges, and transaction limitations associated with the Card.

ATM
Means an automated teller machine.

Authorized User
Means any person authorized by you to use the Card. You are responsible for all transactions and fees incurred by you, any Authorized User, or any person you or any Authorized User allow to make transactions with the Card or Card number. You must notify us to revoke permission for any person you previously authorized to use the Card. If you tell us to revoke another person's use of a Card, we may cancel your Card and issue a new Card with a different number to access your prepaid card account. You are wholly responsible for the use of every Card issued in connection with your prepaid card account according to the terms of this Agreement. We reserve the right to limit the number of Cards issued for a prepaid card account.

Business Days
The Bank's business days are generally Monday through Friday, excluding federal banking holidays. The Bank retains the right to change its banking hours and business days from time to time.

Card
Means a General Purpose Prepaid Debit Card issued by the Bank. The Card is linked to a prepaid card account.

The Card allows you to access funds loaded onto the Card. The Card is not a credit card.

Electronic Funds Transfer (EFT)
Means a transfer of funds to or from the prepaid card account that is done electronically.

Load
The terms "load," "loads," "loaded," or "loading" mean the adding of funds to the Card.

Network(s)
Means the payment networks that appear on the back of your Card.

Personal Identification Number (PIN)
Means the confidential personal identification number ("PIN") of a cardholder that must be used along with a Card to conduct ATM transactions.

Point of Sale (POS)
Means a purchase conducted at a POS device in the Network that is paid for using the Card. The amount of the purchase will be debited from your prepaid card account.

Prepaid Card Account
Refers to your general purpose prepaid card account with the Bank. The Card is linked to this account. When value is loaded to or deducted from your Card, it is loaded or deducted from the prepaid card account. You will not receive any interest on your funds in the prepaid card account. The prepaid card account will be maintained by the Bank so that the account will be insured by the Federal Deposit Insurance Corporation (FDIC) to the maximum permitted by law. Coverage may be limited if you have another deposit account with us. The FDIC is an agency of the U.S. government that insures deposits in the same account name, up to \$250,000.00. For further information regarding insurance of accounts, you may write to the FDIC Division of Supervision and Consumer Protection, Deposit Insurance Outreach Section, at 550 17th Street NW, Washington, D.C. 20429, or telephone the FDIC's toll-free consumer hotline at 1 (877) 275-3342.

3. Card Loading

Funds can only be loaded to your Card by ACS or its payment agent as payment for the child care services you have provided. For information on the amounts and scheduled dates of payment, contact ACS. You cannot load funds to your Card directly. You agree that ACS or its payment agent retains the right to make deductions from the funds directly deposited to your prepaid card account in order to correct a previous error or overpayment to you or for other reasons. If there are not enough funds, this may overdraw your prepaid card account.

You acknowledge and agree that the value available on the Card is limited to the funds that have been loaded onto the Card and are available for your use in accordance with this Agreement. Funds are available for your use on the day we have been instructed by ACS or its payment agent to fund your Card.

The Bank has no obligation to you in the event ACS delays in providing or fails to provide the funds to enable us to load the value of such funds onto the Card.

In order to facilitate the loading of funds to your Card, you authorize the Bank to provide YMS (the payment agent for ACS) your Card information (including any personal identifying information you provided to obtain the Card).

4. Using Your Card

You may use your Card within the United States and it's territories in conjunction with your PIN to (a) obtain cash from a Bank ATM or ATM within the Network, or (b) purchase goods and services from a merchant with a POS device that displays the Network's brand. Cash withdrawals will only disburse available funds on your Card. All ATM transactions are treated as cash withdrawal transactions. You should not write or keep your PIN with your Card. If you believe that anyone has gained unauthorized access to your PIN, you should advise us immediately, following the procedures in the section entitled "Your Liability for Unauthorized Transfers" below.

In addition to PIN-based POS transactions, you may also make signature-based POS transactions at merchant locations (a) with POS devices in the Network, and/ or (b) where the Mastercard® logo is displayed and accepted by such merchant, by signing the receipt or similar document provided by the merchant.

If you do not have enough value loaded on your Card to complete the desired POS transaction, you can instruct the merchant to charge a part of the purchase to the Card and pay the remaining amount with cash or another card. These are called "split transactions." Some merchants do not allow cardholders to conduct split transactions. Some merchants will only allow you to do a split transaction if you pay the remaining amount in cash. Ask the merchant about their policies concerning split transactions.

If you use your Card number without presenting your Card (such as for a mail order, Internet, or telephone purchase), the legal effect will be the same as if you used the Card itself. Your Card cannot be redeemed for cash. You should keep track of the amount of value loaded onto the Card. You may call us at the customer service number shown on your Card and listed below at any time to obtain the

current value on your Card. To reach us, call **1 (866) 601-8090 for the balance or visit www.amalgamatedbank.com/paymentcard**. Customer service is available 24 hours a day, seven days a week.

Each time you use your Card, you authorize us to reduce the value available on your Card by the amount of the transaction plus any applicable fees. You are not allowed to exceed the amount of available funds on your Card through an individual transaction or a series of transactions. Nevertheless, there may be instances where a transaction could exceed the available balance (if, for example, the transaction is under a merchant's "floor limit" and is processed without confirming the availability of sufficient funds in the account) creating a negative balance. In these instances, you shall remain fully liable to us for the amount of the transaction, and you agree that we may immediately deduct the amount of any such negative balance from the next load of funds to your Card. At our discretion, we also reserve the right to cancel the Card should you or an Authorized User create negative balances with your Card.

You do not have the right to stop payment on any purchase transactions originated by use of your Card. If you authorize a transaction and then fail to complete the purchase of an item or service as planned and request the merchant to cancel the transaction, the processing of the cancellation may result in a hold for that amount of funds for up to five (5) business days.

You agree not to use your Card or prepaid card account: (i) to conduct any illegal transactions; (ii) to engage in any fraudulent activity; (iii) in violation of this Agreement; or (iv) in violation of applicable laws, rules, or regulations. If we suspect irregular, unauthorized, or unlawful activities, we may "freeze" (or place a hold on) the balance on your Card pending an investigation of such suspected activities. If we freeze your Card, we will give you any notice required by law.

5. Limitations on Card Use

Your use of the Card or use by any Authorized User is subject to the transaction limitations set out in the Amalgamated Bank Payment Card Fees and Limits Schedule. Additional limitations may be imposed from time to time for security reasons, including, but not limited to, suspending or blocking certain transactions.

6. Returns and Refunds

If you are entitled to a refund for any reason for goods or services obtained with your Card, you agree to accept credits to your prepaid card account for such refunds.

7. Receipts

You and any Authorized User should request a receipt at the time you make a transaction or obtain cash using your Card. Obtaining and retaining such receipts, where available, will be helpful if, for example, you need to verify or dispute one or more transactions made with your Card.

8. Periodic Statements

You may obtain information about the amount of money you have remaining in your prepaid card account by calling **1 (866) 601-8090**. This information, along with a twenty-four (24) month history of account transactions, is also available online, at **www.amalgamatedbank.com/paymentcard**.

You also have the right to obtain a twenty-four (24) month written history of account transactions by calling **1 (866) 601-8090** or by writing us at **Bankcard Services, P.O. Box 7237, Sioux Falls, SD 57117-7237**.

You will not automatically receive a paper statement from the Bank. If you wish to receive a paper statement, you may contact us at **1 (866) 601-8090**.

You will continue to receive a detailed explanation of your child care payments from the payment agent.

9. Fees and Charges for Transactions/Services

You agree to pay the charges or transaction fees that are charged by the Bank for these services or for services that may later be offered as such fees or charges may be imposed or changed from time to time. As noted elsewhere in this Agreement, you may be subject to charges by Mastercard. Your or any Authorized User's use of an ATM not owned by us or not a participant in the Allpoint® network may also be subject to a fee by the ATM operator (and by any Network used to complete such transaction). You may also be charged a fee for a balance inquiry outside of the network, even if you do not complete a funds transfer. See the Amalgamated Bank

Payment Card Fees & Limits Schedule and Fee disclosures provided to you with the Payment Card Authorization Form for charges and fees associated with the Card.

10. Confidentiality

We may disclose information to third parties about your Card in accordance with our privacy policy, a copy of which accompanied your Card and is available online at **www.amalgamatedbank.com/paymentcard**.

As noted above in Section 3, to load your Card you understand that we will provide your Card information (including any personal identifying information you provided to obtain the Card) to YMS (the payment agent for ACS), and you consent to such disclosure.

11. Our Liability for Failure to Complete Transactions

If we do not complete a transaction to or from your prepaid card account on time and in the correct amount according to the terms of this Agreement, we will be liable for your actual losses or actual damages.

In no event will we be liable for consequential damages (including lost profits), indirect, extraordinary damages, special, or punitive damages even if advised of the likelihood thereof and regardless of the form of action in which such damages are asserted.

In addition, we will not have any liability in the following circumstances:

- (1) If, through no fault of ours, you do not have enough funds available on your Card to complete the transaction.
- (2) If a merchant refuses to accept your Card.
- (3) If an ATM where you are making a cash withdrawal does not have enough cash.
- (4) If an electronic terminal where you are making a transaction does not operate properly, and you knew about the problem when you initiated the transaction.
- (5) If access to your Card has been blocked after you reported your Card lost or stolen.
- (6) If there is a hold or your funds are subject to legal process or other encumbrances restricting their use.
- (7) If we have reason to believe the requested transaction is unauthorized.
- (8) If circumstances beyond our control (such as fire, flood or computer, communication or Network failure) prevent the completion of the transaction, despite reasonable precautions that we have taken.
- (9) The transaction would exceed any limits associated with your Card.
- (10) Any other exception stated in our Agreement with you.

12. Your Liability for Unauthorized Transfers

Tell us AT ONCE if you believe your Card, PIN, online password, or other means to access your prepaid card account has been lost or stolen, or if you believe that an electronic funds transfer was unauthorized. Telephoning us at **1 (866) 601-8090** is the best way of keeping your possible losses down. You may also write to us at **Bankcard Services, P.O. Box 7237, Sioux Falls, SD 57117-7237**. You could lose all the money in your prepaid card account.

A transaction will be considered unauthorized if it is initiated by someone other than you without your permission or if we conclude that the facts and circumstances reasonably support a claim of unauthorized use. In connection with any unauthorized transaction, **our maximum liability is limited to reimbursing your prepaid card account for the face amount of any unauthorized transaction.**

We reserve the right to investigate any claim you may make with respect to an unauthorized electronic funds transfer or claim that your Card, PIN, online password, or other means to access your prepaid card account was lost or stolen. We may ask you for a written statement or other information in support of the claim.

Note: If your Card or PIN has been lost or stolen, we will cancel and replace your Card to minimize losses.

(i) Liability for Card Use: You will have zero liability for unauthorized use of your Card IF: (a) you have exercised reasonable care in safeguarding your Card from risk of loss, theft, or unauthorized use, (b) you have not reported two or

more incidents of unauthorized use in the preceding 12- month period, AND (c) your Card account is in good standing. If you do not satisfy the conditions in the preceding sentence, you can lose a maximum of \$50.00 if someone uses your Card without your permission. NOTE: You will not be eligible for zero liability if a PIN is used as the cardholder verification method.

(ii) Liability for other Electronic Transfers: If you tell us within two (2) business days after you discover your online password or other means to access your prepaid card account has been lost or stolen, your liability is no more than \$50.00 should someone access your prepaid card account without your permission. If you do not tell us within two (2) business days after you learn of such loss or theft, and we can prove that we could have prevented the unauthorized use of your online password or other means to access your prepaid card account if you had told us, you could be liable for as much as \$500.00.

Also, if your transaction history shows transactions that you did not make, tell us at once. If you do not tell us within sixty (60) days after the earlier of the date you electronically accessed your prepaid card account, if the transaction(s) you dispute could be viewed in your electronic history, or the date we sent the FIRST written transaction history on which the disputed transaction(s) appeared, 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 making the unauthorized transaction(s) if you had told us in time. If we determine that extraordinary circumstances kept you from telling us, we may extend the time periods for reporting to us.

13. Information About Your Right to Dispute Errors

In case of errors or questions about your prepaid card account, telephone us at **1 (866) 601-8090** or write us at **Bankcard Services, P.O. Box 7237, Sioux Falls, SD 57117-7237** as soon as you can, if you think an error has occurred in your prepaid card account. We must allow you to report an error until sixty (60) days after the earlier of the date you electronically access your account, 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) 601-8090** or writing us at **Bankcard Services, P.O. Box 7237, Sioux Falls, SD 57117-7237**. You will need to tell us the following: (1) your name; (2) your prepaid card account number; (3) why you believe there is an error; (4) the dollar amount involved; and (5) approximately when the error took place. If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days. We will determine whether an error occurred within ten (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 forty-five (45) days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (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 ten (10) business days, we may not credit your account. For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to ninety (90) days to investigate your complaint or question. For new accounts, we may take up to twenty (20) business days to credit your account for the amount you think is in error. We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation. If you need more information about our error-resolution procedures, call us at the telephone number shown above or visit **www.amalgamatedbank.com/paymentcard**.

14. Preauthorized Debits

(i) Third-Party Payments: You may arrange with third parties (for example, an insurance company, the telephone company, or a landlord) to pay them automatically through periodic EFT debits to your prepaid card account. The Bank will charge your prepaid card account when we receive the instructions from the third party to do so.

If these preauthorized debits will vary in amount, the third party you are going to pay should tell you at least ten (10) days before each payment when it will be made and for how much.

(ii) Stopping Payments: If you agreed in advance with a third party or with the Bank to have regular preauthorized debit payments made out of your prepaid card account, you can order us to stop any of these payments by calling or writing

us in time for us to receive your request at least three (3) business days before the payment is scheduled to be made. If you give us this notice in less than the required time, the Bank may, at its sole discretion, honor your request, but it is not obligated to do so. If you place your stop payment order by telephone, we may also require you to put your request in writing and get it to us within fourteen (14) days after your call. If you don't do so, your oral request will expire. To place or cancel a stop payment order, you may call us at **1 (866) 601-8090** or write to **Bankcard Services, PO Box 7237, Sioux Falls, SD 57117-7237**.

Note: In order to stop payment on a preauthorized debit transaction, the Bank may have to cancel your Card and/or your prepaid card account and issue you a new Card and, if applicable, a new prepaid card account.

(iii) Stopping Future Payments: Unless you tell us that all future payments to a third party are to be stopped, we will treat your stop payment order as a request concerning the specified payment only. To stop all future payments to a third party, you must revoke your authorization to the third party and give us a copy of your signed revocation, or give us your written instructions not to make any automatic transfers to the third party from your prepaid card account. We may require that an affidavit accompany your instructions.

(iv) Amalgamated Bank's Liability for Failure to Stop Payment of Preauthorized Transfer: If we receive your stop payment order at least three (3) business days before the transfer is scheduled, and we fail to act in a timely manner to stop payment from your prepaid card account, we will be liable for those damages or losses provided by law.

15. Amendment and Cancellation

We may amend or change the terms of this Agreement at any time. You will be notified of any change in the manner provided by applicable law prior to the effective date of the change. However, if the change is made for security purposes, we can implement such change without prior notice. We may cancel or suspend your Card or this Agreement at any time. You may cancel this Agreement by calling or writing to us at the number or address provided in Section 9 above. You also agree to return the Card to us. Your termination of this Agreement will not affect any of our rights or your obligations arising under this Agreement prior to termination. In the event of termination of this Agreement and your prepaid card account, the Bank will send you a check in an amount equal to the remaining available balance in your prepaid card account.

16. Other Terms

Your Card and your obligations under this Agreement may not be assigned. We may transfer our rights under this Agreement. Use of your Card is subject to all applicable rules and customs of any clearinghouse or other association involved in transactions. We do not waive our rights by delaying or failing to exercise them at any time. If any provision of this Agreement shall be determined to be invalid or unenforceable under any rule, law, or regulation of any governmental agency, local, state, or federal, the validity or enforceability of any other provision of this Agreement shall not be affected. This Agreement will be governed by the laws of the State of New York without giving effect to conflict of law rules, except to the extent governed by federal law.

YOU AND WE AGREE THAT (I) ANY LEGAL PROCEEDING OR LAWSUIT INVOLVING THESE TERMS AND CONDITIONS, THE CARD, OR TRANSACTIONS INITIATED WITH THE CARD SHALL BE BROUGHT IN NEW YORK CITY, NEW YORK, AND (II) ANY RIGHTS EITHER YOU OR WE MAY HAVE TO A TRIAL BY JURY ARE WAIVED.

You acknowledge and agree that the Bank may be required by applicable law to turn over to a state government authority any funds remaining on the Card after a period of inactivity or dormancy as determined by the state in which you reside.

For each Card, the Bank will perform due diligence needed to comply with Anti-Money Laundering laws and regulations, the U.S.A. Patriot Act, and similar laws and regulations.

17. Telephone Monitoring/Recording

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

18. No Warranty Regarding Goods and Services

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

19. ATM Facility

You can increase protection for yourself and other ATM users by following these simple safety guidelines:

- After entering and leaving an ATM room, be certain that the door is completely closed.

- Do not open the door of an ATM room to others.

- While using the ATM machine, take reasonable precautions to prevent anyone else from viewing your PIN and transactions.

- Before exiting an enclosed ATM room, put away any cash you have withdrawn.

- If anyone follows you from the ATM facility, go immediately to a heavily populated area and call the police.

20. 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 the English language. Any translation provided may not accurately represent the information in the original English language.

21. Use of Cardholder Website

(www.amalgamatedbank.com/paymentcard)

We maintain the cardholder website to provide you with information about your prepaid debit card account with us. The information contained in the website is subject to change without notice. We will seek to post accurate and updated information on the website, but we make no representations or warranties regarding such information. Your use of the cardholder website is subject to the site's "Terms and Conditions," available at **www.amalgamatedbank.com/paymentcard**.

Amalgamated Bank Payment Card Fees & Limits Schedule

Fees

Fee	Amount	Details
Monthly Fee	\$0	There is no fee for using this Card.
ATM Withdrawal – in network (Amalgamated Bank or domestic Allpoint® ATM location)	\$0	There is no fee when you withdraw cash at an Amalgamated Bank ATM location, or at one of the more than 40,000 domestic ATMs in the Allpoint® network.
ATM Withdrawal – out of network (non-Amalgamated Bank/ non-Allpoint® domestic ATM locations)	\$3.00	This is our fee. It will apply if you withdraw cash at an ATM location that is outside of the Amalgamated Bank branch or Allpoint® ATM domestic networks
ATM Balance Inquiry – in network (Amalgamated Bank or domestic Allpoint® ATM location)	\$0	There is no fee for a balance inquiry at an Amalgamated Bank or Allpoint® ATM location.

ATM Balance Inquiry – out of network (non-Amalgamated Bank/ non-Allpoint® domestic ATM locations)	\$3.00	This is our fee. It will apply if you make a balance inquiry at an ATM location that is outside of the Amalgamated Bank branch or Allpoint® ATM domestic networks
ATM withdrawal (Non-domestic/international)	N/A	Transactions not available outside of the United States and it's territories
ATM Balance Inquiry (non-domestic/ international)	N/A	Transactions not available outside of the United States and it's territories

Daily Transaction Limits

	Transactions	Dollars
ATM Cash Withdrawal	15	\$800.00
Pin POS Purchase (includes cash withdrawal)	15	\$1,000.00
Signature POS Purchase	15	\$1,000.00
Cash Advance	10	\$25,000.00
Aggregate Daily Totals	20	\$25,000.00
Maximum Amount Allowed on Card	\$25,000.00	

With proper identification, cardholders can withdraw funds, up to the available balance on the account, at any Amalgamated Bank branch. There is no fee for this service.

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See the fee disclosures provided with the payment card application or visit www.amalgamatedbank.com/paymentcard

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