

By using or allowing another to use your New York Child Support Debit Card ("Card"), you agree to be bound by the terms and conditions of this New York Child Support Debit Card Deposit Agreement ("this Agreement"). This Agreement discloses the terms and conditions of your New York Child Support Debit Card and you are not entitled to any rights or benefits given to other deposit account customers or debit card holders at Bank of America unless such rights or benefits are contained in this Agreement. Please read this Agreement (including the Schedule of Bank Fees below (the "Fee Schedule")) carefully and keep it for future reference.

In this Agreement: "Account" means the deposit account accessed by your Card; "Card" or "Debit Card" means the Debit Card issued by us on behalf of the New York State Office of Temporary and Disability Assistance (OTDA) ("Agency") to enable you to receive child support payments from the New York State OTDA; "you" and "your" mean the recipient to whom we issue a Card or his or her legal representative; and "we", "us", and "our" mean Bank of America, N.A.

1. General Information.

General Account Information. Your Account is funded by the Agency with deductions for transactions and fees as more fully described in this Agreement. No interest is paid on the balance for any period of time. Your Account is insured by the Federal Deposit Insurance Corporation. Coverage may be limited if you have another deposit account with us.

Individual Accounts Only. Each Account is individually owned by the recipient who receives payments from the Agency. No joint ownership of an Account is permitted. You may have only one Card for each Account.

Accounts are Not Transferable. Your Account is not transferable to any other person. We reserve the right not to acknowledge or accept attempted pledges or assignments of, or purported security interests in, your Account.

Business Days. For purposes of this Agreement, our business days are Monday through Friday, excluding bank holidays.

2. Deposits to Your Account and Funds Availability.

Funds Added to Your Account. Deposits to your Account may only be made by the Agency. We will add funds to your Account only (a) in accordance with instructions from the Agency or (b) to remedy an error made by us or by someone who has accepted your Account. For information on the amounts and scheduled dates of additions to your Account, please contact the Agency. Once funds are properly deposited, the Agency has no rights to any funds in your Account, except as otherwise provided by law or the rules of the network used to make the deposit.

When Funds are Available for Withdrawal. Funds are available for your use on the day we have been instructed by the Agency to fund your Account. Once the funds are available, you may make the transactions described below. Funds received by us may be delayed for a longer period if there is an emergency, such as failure of computer or communications equipment. We will notify you if we delay your ability to make transactions as a result of an emergency and we will tell you when funds will be available.

Overpayments and Reversals. If funds to which you are not entitled are deposited to your Account by mistake or otherwise, we may deduct these funds from your Account. If there are not enough funds, we may overdraw your Account. We can do this without giving you any prior notice or demand.

"Freezing" Your Account. If we suspect irregular, unauthorized, or unlawful activities may be involved with your Account, we may "freeze" (or place a hold on) the balance pending an investigation of such suspected activities. If we freeze your Account, we will give you any notice required by law.

3. Use of Your Card and Types of Transactions.

Purchases. Your Card bears the Mastercard® symbol on the front face. Your Card may be used for purchases at merchants who accept Mastercard debit cards at a point-of-sale ("POS") terminal. Mastercard transactions may be made by presenting your Card and signing the receipt. You may also use your Card for purchases at POS terminals that require a Personal Identification Number ("PIN"). Some merchants will accept a transaction for an amount greater than the goods or services purchased and will refund the difference to you in cash.

Use at Cirrus® or Mastercard Automated Teller Machines. Your Card may be used for transactions at Cirrus or Mastercard Automated Teller Machines ("ATMs") to make cash withdrawals or balance inquiries requiring a PIN. See the Fee Schedule for fees which may apply to ATM transactions.

Foreign Transactions/Fees. If you use your Card to purchase goods or services in a foreign currency or in US dollars with a foreign merchant or to obtain currency from an ATM or an office of a financial institution in a foreign country (a "Foreign Transaction"), we will assess an International Transaction Fee. Please note that Foreign Transactions include U.S. internet transactions made in the U.S. but with a foreign merchant. If the Foreign Transaction is made in U.S. dollars, the International Transaction Fee will be the percentage of that U.S. dollar amount as disclosed in the Fee Schedule. If the Foreign Transaction is made in a foreign currency, Mastercard will convert the transaction into a U.S. dollar amount, and the International Transaction Fee will be the percentage of that converted U.S. dollar amount as disclosed in the Fee Schedule. Any International Transaction Fee will be shown in the transaction section of your monthly Account statement or in your Account history. The currency conversion rate used by Mastercard will be either (1) a wholesale market rate selected by Mastercard, or (2) a government-mandated rate. The rate used by Mastercard on the processing date may differ from the rate on the date of your transaction.

Obtaining Cash. Offices of financial institutions that accept Mastercard cards, including Bank of America banking centers, will accept your Card for obtaining cash.

Online Funds Transfer. Your Card can be used to transfer funds online to a checking or savings account owned by you in the United States, subject to certain restrictions. This type of transfer may only be requested online via the Internet at www.bankofamerica.com/nycsdebitcard. Once funds are transferred to your checking or savings account, you will not be able to have the funds returned to you if the routing number or account number you provide for your checking or savings account is not correct.

Account Alert Service. You may sign up online for text or email alerts (the "Account Alert Service") to the mobile device or email address provided by you. Text or email alerts are dependent upon users providing a valid and current Internet email address or valid mobile device phone number. You can set up alert messaging options online at www.bankofamerica.com/nycsdebitcard. After signing up for the Account Alert Service, you must respond with an appropriate code to an alert sent to your mobile device (double opt-in) in order to begin receiving text message alerts. If you do not respond with the code provided in the alert, the Account Alert Service is not authorized. Each message references the last four digits of the Card for which the alert is sent. To change your alert messaging options or to discontinue the Service, go to www.bankofamerica.com/nycsdebitcard.

If you sign up for the Account Alert Service, you agree that we may send you text alerts through your wireless service provider. We do not charge for the Account

Alert Service, but you are responsible for all charges and fees associated with usage of email or text messages imposed by your Internet, wireless, or cellular service provider(s).

Depending on the timing and the delivery mechanism, your balance may not reflect your most recent transactions. We assume no responsibility for transactions that may affect your balance after daily processing.

You understand and agree that the information provided to you by email or text alert is provided "as is" without warranty of any kind, either expressed or implied, and that we assume no responsibility for the timeliness, deletion, misdelivery, errors in the content of any email or text alerts or failure to store any user communications or personalization settings. In no event shall we be liable for any special, incidental, indirect, or consequential damages of any kind, or any damages whatsoever resulting from loss of use, data or profits, whether or not advised of the possibility of damage, and on any theory of liability, arising out of or in connection with the use or provision of this information.

The Account Alert Service can be terminated if we determine that your mobile device or email address does not support delivery of alerts, or if you have de-listed your mobile device or email address. In addition, we reserve the right at any time and from time-to-time to modify or discontinue, temporarily or permanently, the Account Alert Service (or any part thereof) with or without notice.

Refunds and Merchant Disputes. You do not receive cash refunds for returns of merchandise or services purchased using your Card. When a merchant gives you a refund, it is made on a credit voucher and will appear in your next monthly Account statement or in your Account history. You must settle any disputes you have about the goods or services directly with the merchant. We are not liable for any misrepresentations that a merchant makes about the goods or services you purchase with your Card, or if a merchant for any reason refuses to accept your Card or fails to abide by the applicable network rules governing your Card.

Legal Transactions. You agree that you will only use your Card for transactions that are legal. For example, Internet gambling transactions may be illegal in your state. Display of a Mastercard or other logo by an on-line merchant does not mean that the transaction is legal where you conduct it. You agree that we may decline transactions we believe may be illegal or in violation of the applicable network rules. You also agree that if we do not decline the transaction, we may charge your Account and we are not liable to you if you engage in an illegal transaction.

ATM Safety. Please refer to the safety tips for using your Card at ATMs found on the mailer that came with your Card.

4. Limitations on Transactions.

Minimum and Maximum ATM or Cash Transactions. Subject to the then-current balance in your Account, you may not use your Card to make ATM cash withdrawals aggregating more than \$1,000 during any 24 hour period. For security reasons, there may be limits on the amount, number or type of transactions that you can make using your Card, and we may restrict access to your Card if we notice suspicious activity.

Most ATMs require that cash withdrawals be made in multiples of a dollar amount (e.g. \$10 or \$20). In addition, some ATM operators have maximum amounts that may be withdrawn at a machine in one transaction. Many merchants limit the amount of cash that may be obtained in connection with a purchase transaction.

Transactions Limited to Available Balance. If you wish to use your Card to make a transaction that is greater than the then-current balance in your Account,

you must tell the merchant before completing the transaction. The merchant will require payment for the excess amount by cash or some other method.

5. Your Responsibility for Authorized Card Account Use and Negative Balances.

Use of Your Card and PIN. Your Card and PIN are provided for your use and protection and you will:

- Not disclose your PIN or record it on your Card or otherwise make it available to anyone else;
- Use your Card, your PIN and any ATM only as instructed;
- Promptly notify us of any loss or theft of your Card or PIN; and
- Be liable for the authorized or permitted use of your Card and PIN.

Authorized Use of Card. If you authorize someone else to use your Card or PIN, you will be responsible for any transactions initiated by such person(s) with your Card or PIN. Transactions will be considered unauthorized only after you notify us that the person is no longer authorized to use your Card.

Negative Balances. The amount available on your Card will be reduced by the amount of your transactions plus applicable fees. Any transaction that will create a negative balance in your Account is not permitted. However, if a negative balance does occur in your Account, you agree (a) that we may take the amount of the negative balance from subsequent additions to your Account or (b) to pay us on demand the amount of the negative balance.

6. Bank Fees.

Schedule of Bank Fees. Bank fees associated with your Card are listed in the Fee Schedule. These fees are imposed by us and retained by us. In addition, when you make a withdrawal at certain ATMs or POS terminals, the owner may charge you a "convenience fee" or "surcharge fee" for using that device. If the owner does charge such a fee, you will be notified of the amount of that fee before you complete the transaction and you may cancel the transaction before the fee is assessed.

Payment of Fees by You. You agree to pay all fees listed in the Fee Schedule. Fees will be taken from the balance of your Account as they occur. The Agency may not charge you any fees in connection with your Card or your Account.

7. Documentation of Transactions.

Transaction Documentation. You usually can get a receipt at the time you make a transaction at an ATM or POS terminal; except that you may not get a receipt from certain ATM or POS terminals if the amount of the transaction is \$15 or less.

Preauthorized Credits. You can call us at 1.844.323.7637, 1.866.656.5913 TTY or 423.262.1650 (Collect, when calling outside the U.S.), to find out whether or not a direct deposit has been made.

Delivery of Statements and Notices. We will deliver any notices under this Agreement to the last address we have on our records for you. If you request to receive your monthly Account statement by mail, we will deliver it to the last address we have on our records for you. **You agree to notify the New York Child Support Debit Card Customer Service Center at the address below promptly, in writing, of any change of address.** If you receive your monthly Account statement by mail, you may request that rather than receiving it by mail, you can review it electronically. If you wish to do so, you may make this request online at www.bankofamerica.com/nycsdebitcard or you may contact us at the

New York Child Support Debit Card Customer Service Center at the address or telephone number below.

CARDHOLDERS WHO DO NOT RECEIVE MONTHLY ACCOUNT STATEMENTS BY MAIL

Access to Your Account Information. You may obtain information about the amount of money you have remaining in your Account by calling 1.844.323.7637, 1.866.656.5913 TTY, or 423.262.1650 (Collect, when calling outside the U.S.). This information, along with a 60-day history of Account transactions, is also available online at www.bankofamerica.com/nycsdebitcard.

You also have the right to obtain a 60-day written history of Account transactions by calling 1.844.323.7637, 1.866.656.5913 TTY, or 423.262.1650 (Collect, when calling outside the U.S.), or writing to us at: Bank of America New York Child Support Debit Card Cardholder Services, P.O. Box 8488, Gray, Tennessee 37615-8488.

Prompt Review of Account Information. You agree to promptly review your Account information and to notify the New York Child Support Debit Card Customer Service Center at the address or phone number above at once if any Account information shows transactions that you did not make or authorize. Section 9 below has more specific information about disputing transactions, fees, or errors.

CARDHOLDERS WHO RECEIVE MONTHLY ACCOUNT STATEMENTS BY MAIL

Monthly Card Account Statements. We will provide you with an Account statement monthly for every month in which your Account is open. The statement will include information about the transactions you made, your deposits, fees and adjustments to your Account.

Prompt Review of Statements. You agree to promptly review your monthly Account statements and to notify the New York Child Support Debit Card Customer Service Center at the address or phone number above at once if any statement shows transactions that you did not make or authorize. Section 9 below has more specific information about disputing transactions, fees, or errors shown on your monthly Account statement.

8. Claims by Third Parties Against Your Account.

Claims or Disputes by Third Parties Concerning Your Account. If a third party makes a claim against funds in your Account, or if we have reason to believe there is or may be a dispute over matters such as the ownership of your Account or the authority to withdraw funds, we may, in our sole discretion and in accordance with applicable state or federal law (a) continue to rely on current enrollment forms or other Account documents, (b) honor the competing claim upon receipt of evidence we deem satisfactory to justify such action, (c) freeze all or part of the funds until the dispute is resolved to our satisfaction, or (d) pay the funds into an appropriate court of law for resolution.

Liens and Attachments. Following receipt by us of any notice of lien, process in attachment, garnishment or other proceeding relating to you or your Account, we are authorized, without notice to you, unless otherwise required by law, to withhold transfer of so much of the balance of your Account as may be the subject of such notice or process, and to pay such amount to the court or creditor, in accordance with applicable state or federal law without responsibility to you for such withholding or payment or for refusal to honor transfers made by you.

9. Electronic Funds Transfer Rights.

a. Bank of America's "Zero Liability" Policy for Unauthorized Transactions.

Federal law (described in the Regulation E Liability Disclosure in paragraph (b) below) may limit your liability for unauthorized transactions on your Account, but you may still be liable in some circumstances. Under the Bank of America "zero liability" policy, you may incur no liability for unauthorized use of your Card up to the amount of the unauthorized transaction, provided you notify us within a reasonable time of the loss or theft of your Card, Card number or PIN or its unauthorized use, subject to the following terms and conditions:

Excluded transactions. Our "zero liability" policy does not apply to any unauthorized electronic fund transfer on an account which does not involve use of your Card or Card number.

"Unauthorized" defined. A transaction is considered "unauthorized" if it is initiated by someone other than you (the Cardholder) without your actual or apparent authority, and you receive no benefit from the transaction. A transaction is not considered "unauthorized" if 1) you furnish your Card, Card number or other identifying information to another person and expressly or implicitly give that individual authority to perform one or more transactions, and the person then exceeds that authority or 2) for any other reason we conclude that the facts and circumstances do not reasonably support a claim of unauthorized use.

"Reasonable time" defined. Reasonable time will be determined in our sole discretion based on the circumstances but will not be less than the time frames specified under the Electronic Fund Transfer Act or Regulation E (see the Regulation E Liability Disclosure in paragraph (b) below).

Other considerations. We may deny you the benefit of this policy 1) if we ask you for a written statement, affidavit or other information in support of the claim, and you do not provide it within the time requested or within a reasonable time if no date is stated, or 2) under any other unusual circumstances where we believe denial is appropriate.

Limitation of our Liability. Our liability under this policy is limited to reimbursing you for the amount of your loss up to the face amount of any unauthorized card transaction covered by this policy. We are not liable for any claims of special, indirect or consequential damages.

Your rights under Regulation E. If your claim does not meet the prescribed conditions for reimbursement under the above policy, you still retain any consumer rights you may have under Regulation E, as described in paragraph (b) below, and we will automatically re-examine the claim in accordance with those rights.

b. Regulation E Liability Disclosure. Your Liability in Case of Loss, Theft, or Unauthorized Transactions. Contact the New York Child Support Debit Card Customer Service Center Promptly.

Please contact the New York Child Support Debit Card Customer Service Center at the numbers listed below AT ONCE if you believe your Card has been lost or stolen or if you believe that someone may use or has used your PIN assigned to your Card without your permission. Telephoning is the best way of keeping your possible losses down. You could lose all of the money in your Account. If you tell us within two business days after you learn of the loss or theft, you can lose no more than \$50 for an unauthorized transaction or a series of related unauthorized transfers should someone use your Card or PIN.

If you do NOT tell us within two business days after you learn of the loss or theft of your Card or PIN and we can prove we could have stopped someone from using your Card or PIN without your permission if you had told us, you could lose as much as \$500. Also, if your monthly Account statement or your Account history shows transfers that you did not make, including those made by your Card, Card number, code or other means, tell us at once.

If you receive a monthly Account statement and you do not tell us within 60 days after the statement was mailed to you, 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 contacted us on time.

If you do not receive a monthly Account statement and do not tell us within 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 not get back any money you lost after the applicable 60 day period if we can prove that we could have stopped someone from taking the money if you had contacted us on time.

If a good reason (such as a long trip or hospital stay) keeps you from notifying the New York Child Support Debit Card Customer Service Center, we will extend the time periods.

NOTE: These liability rules are established by Regulation E. Our "zero liability" policy, as described in paragraph (a) above, regarding unauthorized transactions on personal accounts that involve the use of a personal Card, may give you more protection, provided you report the transactions promptly. You should also note that when you give someone your Card or PIN, you are authorizing that person to use your Card and you are responsible for all transactions that person performs with your Card or PIN. These transactions are authorized transactions. Transactions are considered unauthorized only after you notify us that the person is no longer authorized.

Remember, do not write your PIN on your Card or carry your PIN with you. This reduces the possibility of someone using your Card without your permission if it is lost or stolen.

Telephone Number and Address for Notice of Unauthorized Transaction, Lost or Stolen Card or PIN, or if You Believe that Someone Else May Use Your Card or PIN. If you believe that your Card or PIN is lost or stolen or that someone may use or has used your Card or PIN without your permission:

Telephone the New York Child Support Debit Card Customer Service Center:

1.844.323.7637

1.866.656.5913 TTY

423.262.1650 (Collect, when calling outside the U.S.)

Or write to:

Bank of America New York Child Support Debit Card Cardholder Services

P.O. Box 8488

Gray, Tennessee 37615-8488

You may contact the New York Child Support Debit Card Customer Service Center 24 hours per day/365 days per year.

c. Our Liability.

Our Failure to Complete a Transaction. If we do not complete a transfer to or from your Account on time or in the correct amount according to this Agreement, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- (a) If, through no fault of ours, you do not have enough money in your Account to complete the transaction;
- (b) If the ATM where you are making the transaction does not have enough cash;
- (c) If the ATM or POS terminal was not working properly and you knew about the breakdown when you started the transaction;
- (d) If circumstances beyond our control (such as power outages, equipment failures, fire or flood) prevent the transaction, despite reasonable precautions that we have taken; or
- (e) If your Card or PIN has been reported to be, or suspected of being, lost or stolen, and we have taken action to prevent transactions with your Card or PIN.

d. Error Resolution.

In Case of Errors or Questions About Your Transactions:

CARDHOLDERS WHO DO NOT RECEIVE MONTHLY ACCOUNT STATEMENTS BY MAIL

Telephone the New York Child Support New York Child Support Debit Card Customer Service Center at: 1.844.323.7637, 1.866.656.5913 TTY, or 423.262.1650 (Collect, when calling outside the U.S.).

Or write to:

Bank of America New York Child Support Debit Card Cardholder Services

P.O. Box 8488

Gray, Tennessee 37615-8488

Call or write as soon as you can if you think an error has occurred in your Account. We must allow you to report an error until 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 1.844.323.7637, 1.866.656.5913 TTY, or 423.262.1650 (Collect, when calling outside the U.S.), or writing us at Bank of America New York Child Support Debit Card Cardholder Services, P.O. Box 8488, Gray, Tennessee 37615-8488. You will need to tell us:

- (a) Your name and Card account number.
- (b) Why you believe there is an error, and the dollar amount involved.
- (c) 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 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 Account 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 Account.

For errors involving new accounts, POS, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your Account 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 1.844.323.7637, 1.866.656.5913 TTY, or 423.262.1650 (Collect, when calling outside the U.S.), or write to us at Bank of America New York Child Support Debit Card Cardholder Services, P.O. Box 8488, Gray, Tennessee 37615-8488.

CARDHOLDERS WHO RECEIVE MONTHLY ACCOUNT STATEMENTS BY MAIL

Telephone the New York Child Support Debit Card Customer Service Center at: 1.844.323.7637, 1.866.656.5913 TTY, or 423.262.1650 (Collect, when calling outside the U.S.)

Or write to:

Bank of America New York Child Support Debit Card Cardholder Services

P.O. Box 8488

Gray, Tennessee 37615-8488

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

- (a) Tell us your name and Card account number.
- (b) Describe the error or the transaction you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- (c) 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 Account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your Account.

For errors involving new accounts, POS, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your Account 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 documents that were used in the investigation.

10. Preauthorized Transactions.

Right to Stop Payment and Procedure for Doing So. If you have told us in advance to make regular payments out of your Account, you can stop any of these payments. Here's how:

Call us at 1.844.323.7637, 1.866.656.5913 TTY, or 423.262.1650 (Collect, when calling outside the U.S.), or write us at: Bank of America New York Child Support Debit Card Cardholder Services, P.O. Box 8488, Gray, Tennessee 37615-8488, 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.

Our Liability for Failure to Stop Payment of Preauthorized Transfers. 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.

11. Privacy

As part of establishing your Account, you will receive with your Card a copy of the Prepaid Card Privacy Notice which generally addresses our policy for handling and disclosing information for your Card. You may view our Prepaid Card Privacy Notice at www.bankofamerica.com/prepaidprivacy. With respect to any information we collect from you as a result of your Card, we will only share such information related to your Account, from time to time, subject to any applicable financial privacy laws or other laws or regulations, (a) where it is necessary for completing transactions; (b) in response to any subpoena, summons, court or administrative order, or other legal process which we believe requires our compliance; (c) in connection with collection of indebtedness or to report losses incurred by us; (d) in compliance with any agreement between us and a professional, regulatory or disciplinary body; (e) in connection with potential sales of businesses; and (f) to service providers who help us meet your needs by assisting us in providing the services under this Agreement.

12. Recording and Monitoring Telephone Calls.

We may record or monitor telephone calls between you and us. We need not remind you of our recording or monitoring before each call unless required to do so by law.

13. Amendment/Termination.

Amendments. We may, at any time, change the terms and conditions in this Agreement, including the amount of any fee. We may add new terms and conditions and we may delete or amend existing terms and conditions. We generally send you advance notice of an adverse change. If a change is not adverse to you, however, we may make the change at any time without advance notice. If you do not agree with the change, you may close your Account. However, if you continue to use your Account or keep it open, you accept and agree to the change.

Our Closure or Suspension of Your Account. We may close or suspend your Account at any time. Your Card remains our property. We may cancel your right to use your Card at any time. Once your Account has been closed, you agree to discontinue using your Card. If we close your Account, we may, at our option, apply the remaining balance to a new account for your benefit. If you have not spent the

remaining balance prior to Account closure, you may contact the New York Child Support Debit Card Customer Service Center to request a check for the remaining balance. .

Your Closure of Your Account. If, at the time you close your Account, all transactions have cleared and there is no remaining balance, your Account will be closed to further use. If there is a remaining balance, you may use your Card to reduce the balance to zero before closing your Account. Alternatively, you can contact the New York Child Support Debit Card Customer Service Center to request a check for the remaining balance of your Account. . You understand that you are responsible for negative balances that occur after your notice of closure to the same extent as provided in this Agreement for an open Account. You agree to destroy your Card after your Account is closed.

14. Unclaimed Property.

Any remaining unclaimed balance will be reported and remitted as unclaimed property to the appropriate state as required by state law after a period of time defined by that state's law. After we turn the funds over to the state, we have no further liability to you for the funds and you must apply to the appropriate state agency to reclaim your funds.

15. Governing Law/Severability.

This Agreement will be governed by the laws and regulations of the United States and, to the extent not so covered, by the laws and regulations of the State of North Carolina. A determination that any part of this Agreement is invalid or unenforceable will not affect the remainder of this Agreement.

16. English Document Controlling.

As a service that we may provide to you at your request, we may communicate certain information to you in Spanish. Any legal clarifications which may need to be made will be based on the use and application of the English versions, including but not limited to this Agreement and the Fee Schedule.

Schedule of Bank Fees

Bank Fees for New York Child Support Debit Card transactions will be charged to your Account as they occur on a daily basis.

SERVICES WITH NO FEES	
Purchase Transactions	Fee
Purchase at Merchants (signed, using PIN, online, phone, or mail purchases)	No Fee
ATM Transactions*	Fee
ATM Balance Inquiries (all ATMs)	No Fee
Declined Transactions (ATMs only)	No Fee
Other Services	Fee
Teller Cash Access (Available at financial institutions that accept Mastercard cards) (Limited to available balance only)	No Fee
Online, Automated, Live or International Customer Service Inquiry	No Fee
Account Alert Service	No Fee
Online Funds Transfer	No Fee
Mailed Account Statement	No Fee
International Transaction Fee	No Fee
Account Closure Check Issuance	No Fee

SERVICES WITH FEES	
ATM Transactions*	Fee
Bank of America or Allpoint ATM Withdrawal (in the U.S.)	Two free per month, \$0.50 thereafter
Non-Bank of America or Non-Allpoint ATM Withdrawal (in the U.S.)	\$0.50 per transaction
ATM Withdrawal International (all ATMs outside the U.S.)	\$0.50 per transaction
Other Services	Fee
Card Replacement (in the U.S.)	No Fee for first replacement each year, \$5.00 thereafter
Card Replacement - Express Delivery (additional charge)	\$12.50 per request

*ATM owners may impose an additional "convenience fee" or "surcharge fee" for certain ATM transactions (a sign should be posted at the ATM to indicate additional fees); however, you will not be charged any additional convenience or surcharge fees at a Bank of America or Allpoint ATM. A Bank of America or Allpoint ATM means an ATM that prominently displays the Bank of America or Allpoint name and logo. Balance inquiries may not be available at all ATMs outside the U.S.

An ATM Transaction Decline occurs when you request an amount greater than your balance or you incorrectly enter your PIN more than four times.

Note: For any questions related to the above Fee Schedule, please call the New York Child Support Debit Card Customer Service Center at 1.844.323.7637, 1.866.656.5913 TTY, or 423.262.1650 (Collect, when calling outside the U.S.). For any questions regarding your child support payments, please contact the New York State Child Support Helpline at 1.888.208.4485, TTY 1.866.875.9975.

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New York Child Support Debit Card Deposit Agreement

Effective Date: May 1, 2017

