

## CARDHOLDER AGREEMENT BUSYKID SPEND CARD

### IMPORTANT – PLEASE READ CAREFULLY

Effective \_\_\_\_\_, 2022

#### PLEASE READ THIS AGREEMENT CAREFULLY AND KEEP IT FOR FUTURE REFERENCE.

**1. Terms and Conditions.** This Cardholder Agreement ("Agreement") governs the use of your BusyKid Spend Card. Please read it carefully and keep it for your records. Please sign your BusyKid Spend Card immediately. By signing the reverse side of your BusyKid Spend Card or using your BusyKid Spend Card, you have agreed to be bound by the terms and conditions of this Agreement. This agreement outlines the terms and conditions that govern your use of the BusyKid Spend Card that has been issued to you and supersedes any terms and conditions that you may have received earlier.

This Cardholder Agreement ("Agreement") outlines the terms and conditions under which the BusyKid Spend Card has been issued by MVB Bank, Inc., Member FDIC ("MVB" or the "Bank") pursuant to a license from Visa® U.S.A Inc. All cardholder funds are insured by the FDIC in accordance with the FDIC's applicable terms and conditions. The Servicer, Cliq, Inc.,® ("Cliq") is a registered ISO/MSP of MVB Bank, Inc. By activating or using this card, you agree to the Terms and Conditions associated with this program.

This Cardholder Agreement, including all attachments sets forth the entire agreement and supersedes all prior agreements, promises, covenants, arrangements, communications, representations or warranties, whether oral or written, by any officer, partner, employee or representative of any party hereto. This Cardholder Agreement shall be binding upon and shall inure only to the benefit of the parties hereto and their respective successors and assigns. Nothing in this Cardholder Agreement, express or implied, is intended to confer or shall be deemed to confer upon any persons or entities not parties to this Cardholder Agreement, any rights or remedies under or by reason of this Cardholder Agreement. You may not assign your Card or assign your rights and obligations under this Agreement. Use of your Card is subject to all the rules and regulations of any clearing house or association involved in the transactions. We do not waive our rights by delaying or failing to exercise the remedies under or by reason of this Cardholder Agreement. If any of the provisions of this Agreement are determined to be invalid or unenforceable, the validity and enforceability of the remaining provisions shall not be affected. This Agreement will be governed by the law of the State of West Virginia except to the extent governed by federal law and any action or proceeding arising from this Agreement or the Card shall be brought and maintained only in a state or federal court in the State of West Virginia, County of Fairmont. In the event your Card is cancelled, closed or terminated you may request the unused balance to be returned to you via a check to the mailing address we have on record, **THE CARD IS AND REMAINS THE PROPERTY OF THE ISSUER, IS NON-TRANSFERABLE AND, SUBJECT TO APPLICABLE LAW, MAY BE CANCELLED, REPOSSESSED OR REVOKED AT ANY TIME WITHOUT PRIOR NOTICE.**

The value available in the Card Account is limited to the funds that you have loaded into the Card Account or that have been loaded into the Card Account on your behalf. The expiration date of the Card is identified on the back of your Card. The Card is a prepaid card. The Card will remain the property of the Bank and must be surrendered upon demand. The Card is not designed for business use, and we may close your Card if we determine that it is being used for business purposes. We may refuse to process any transaction that we believe may violate the terms of this Agreement.

This Cardholder Agreement, including all attachments, sets forth the entire agreement and supersedes all prior agreements, promises, covenants, arrangements, communications, representations or warranties, whether oral or written, by any officer, partner, employee or representative of any party hereto. This Cardholder Agreement shall be binding upon and shall inure only to the benefit of the parties hereto and their respective successors and assigns. Nothing in this Cardholder Agreement, express or implied, is intended to confer or shall be deemed to confer upon any persons or entities not parties to this Cardholder Agreement, any rights or protections.

YOU WILL NOT RECEIVE INTEREST ON THE FUNDS LOADED ONTO THE CARD. THERE IS NO INDIVIDUAL DEPOSIT ACCOUNT ASSOCIATED WITH YOUR CARD. YOU DO NOT HAVE OVERDRAFT PROTECTION FOR YOUR CARD. THIS IS NOT A CREDIT OR GIFT CARD. THIS CARD IS NOT FOR RESALE.

**2. Representations and Warranties.** By activating your BusyKid Spend Card or by retaining, using or authorizing the use of your BusyKid Spend Card you represent and warrant to us that: (i) you are at least 18 years of age (or older if you reside in a state where the majority age is older) or are at least 16 years of age with full consent of any parent or guardian; (ii) you are a U.S. citizen or legal alien residing in the United States or the District of Columbia; (iii) you have provided us with a verifiable U.S. street address (not a P.O. Box); (iv) the personal information that you provide to us in connection with your BusyKid Spend Card is true, correct and complete; (v) you received a copy of this Agreement and agree to be bound by and to comply with its terms; and (vi) you accept your BusyKid Spend Card.

**3. Definitions.** (1) “**Business Days**” are Monday through Friday excluding Federal holidays, even if Cliq is open. Any reference to “days” found in this Agreement is calendar days unless indicated otherwise. (2) “**Card**” means the enclosed BusyKid Spend Card issued by MVB Bank, Inc. (3) “**Card Account**” means the records we maintain to account for funds that are available to you through the Card. (4) “**You**” and “**your**” mean the person whose name appears on the Card and/or who is authorized to use the Card as provided by this Agreement. (5) “**We**,” “**us**,” and “**our**” mean Cliq and MVB Bank, Inc. (the “Issuing Bank”) and their respective successors and assignees. (6) “**Cliq**” or “**Cliq**” means Cliq®, who provides the servicing of the Card Program and is a party to this Agreement with you. (7) The “**Bank**” means MVB Bank, Inc., an FDIC insured member institution.

**4. IMPORTANT INFORMATION ABOUT THE USA PATRIOT ACT.** 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 a Card Account. **What this means for you:** When you open a Card Account, we will ask for your name, address, date of birth, a government ID, and any other information that will allow us to reasonably identify you.

**5. Loading the Card.** This is a BusyKid Spend Card where only the funds that have been loaded on the Card are available for purchases and withdrawals. The funds that are available are recorded in your Card Account. You may add funds to your Card, called “value loading.” The maximum amount of the initial value load and each value reload by type is as found in the enclosed Fee Schedule and Transaction Limits document. Your BusyKid Spend Card must remain linked to your BusyKid wallet for all future “value loading” to occur.

**6. Personal Identification Number (PIN).** A Personal Identification Number (“PIN”) has been or will be assigned to your Card. You can change this number at any time after activating your card. Your PIN is a security feature that functions as your signature; identifying you as the proper user of the Card and authorizing any transaction that you make via the Card. You should not write or keep your PIN with your Card. Never share your PIN with anyone. When entering your PIN, be sure it cannot be observed by others and do not enter your PIN into any terminal that appears to be modified or suspicious. If you believe that anyone has gained unauthorized access to your PIN, you should advise Cliq immediately following the procedures in the paragraph labeled “Your Liability for Unauthorized Transfers.”

**7. Using the Card Features.** For security reasons, we may limit the amount or number of transactions you can make on your BusyKid Spend Card. Your Card cannot be redeemed for cash. You may not use your Card for online gambling or any illegal transaction.

You may use your BusyKid Spend Card to purchase or lease goods or services everywhere Visa® debit cards or Maestro® cards are accepted as long as you do not exceed the value available on your Card Account. Some merchants do not allow cardholders to conduct split transactions where you would use the Card as partial payment for goods and services and pay

the remainder of the balance with another form of legal tender. If you wish to conduct a split tender transaction and it is permitted by the merchant, you must tell the merchant to charge only the exact amount of funds available on the Card to the Card. You must then arrange to pay the difference using another payment method. Some merchants may require payment for the remaining balance in cash. If you fail to inform the merchant that you would like to complete a split transaction prior to swiping your BusyKid Spend Card, your BusyKid Spend Card is likely to be declined. As a customer you may not receive a receipt for a small dollar transaction. When purchasing gasoline, it is recommended that you pay for your purchase at the gas station service counter. Payment for fuel will also be accepted at automated fuel dispensers (*i.e.* “pay at the pumps”). If you use your Card at a restaurant, hotel, car rental, or for similar purchases, the merchant may preauthorize the transaction amount for the purchase amount plus up to 20% or more to ensure there are sufficient funds available to cover tips or incidental expenses incurred. Any preauthorization amount will place a “hold” on your available funds until the merchant sends us the final payment amount of your purchase. Once the final payment amount is received, the preauthorization amount on hold will be removed. It may take up to ninety (90) days for the hold to be removed. During the hold period, you will not have access to the preauthorized amount.

If you use your Card number without presenting your Card (such as for a mail order, telephone, or Internet purchase), the legal effect will be the same as if you used the Card itself.

Each time you use your BusyKid Spend Card, you authorize us to reduce the value available in your Card Account by the amount of the transaction and any applicable fees. You are not allowed to exceed the available amount in your Card Account through an individual transaction or a series of transactions. Nevertheless, if a transaction exceeds the balance of the funds available on your Card, you shall remain fully liable to us for the amount of the transaction and any applicable fees.

If you authorize a transaction and then fail to make a purchase of that item as planned, the approval may result in a hold for that amount of funds for up to thirty (30) days.

We will make available to you a system which allows for payment to third parties via a pre-authorized electronic deduction or by issuing a paper check. Any payments made through this system will be deducted from your available balance within twenty-four (24) hours or on any future date specified by you. If you do not have the funds available at the time we attempt to make the payment from your account, the payment will not be made. If you have scheduled multiple payments to be made and the funds on your account are not sufficient at the time we attempt to complete all of the scheduled payments, we may pay only those for which your balance is sufficient to cover. We will notify you of any failed attempts to make payments from your account. We recommend that you regularly check your available balance to avoid non-payment.

Some merchants may elect to route your transaction through a non-Visa® network. In the event the merchant requests your PIN number, it is possible the merchant is attempting to route your transaction through a non-Visa® network. If you provide your PIN number for transactions, a PIN POS (“Point-of-Sale”) fee may apply as disclosed in the Fee Schedule and Transactions Limitations document enclosed with this Agreement. Routing the transaction through a non-Visa® network may also impact your reduced liability for non-Visa transactions as described in Section 8, “Your Liability for Unauthorized Transfers,” of this Agreement.

**8. Your Liability for Unauthorized Transactions. (a) Generally.** Tell us at once if you believe your BusyKid Spend Card has been lost, stolen or used without your authorization. You could lose all the money in your account(s). Telephoning us as soon as you learn of a lost / stolen card or an unauthorized transaction is the best way of keeping your possible losses down. If you tell us within 2 business days, liability shall not exceed the lesser of \$50 or the amount of unauthorized transfers that occur before notice to us. If you do NOT tell us within 2 business days after you learn of the loss or theft of your BusyKid Spend Card, and we can prove we could have stopped someone from using your BusyKid Spend Card without your permission if you had told us, you could lose as much as \$500. Also, if your card activity shows transfers that you did not authorize, tell Cliq at once. If you do not tell us within 60 days after the date you electronically access your Card Account, if the error could be viewed in your electronic history, you may not get any money you lost after the 60 days if Cliq can prove that they could have stopped someone from taking the money if you notified them in time. If a good reason (such as a serious illness or hospital stay) kept you from telling them, we may agree to extend the time periods. **(b) Contact us immediately in event of unauthorized transfer.** If you believe your card and/or code has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call us right away at 833-920-2554.

**9. Visa® Zero Liability.** In addition to Section 8, your Card is covered by Visa® Zero Liability Protection. Under Visa® Zero Liability, your liability for unauthorized Visa® transactions on your BusyKid Spend Card is \$0 if you notify Cliq promptly and you are not negligent or fraudulent in the handling of your BusyKid Spend Card. You will not be liable for unauthorized use that occurs after you promptly notify Cliq of the loss, theft or unauthorized use of your Card. You also agree to cooperate completely with Cliq in attempts to recover funds from unauthorized users and to assist in their prosecution. If your BusyKid Spend Card is lost or stolen, we will not hold you responsible for “unauthorized purchases” if certain conditions are met. “Zero Liability” applies to purchases made in the store, over the telephone or made online. As a Visa® cardholder you will not be responsible in the event of unauthorized purchases provided that the following preconditions are met:

- Your Card is in good standing;
- You have exercised reasonable care in safeguarding your Card from any unauthorized use. Unauthorized use means that you did not provide, directly, by implication or otherwise, the right to use your Card and you received no benefit from the "unauthorized" purchase (failure to register certain Cards will be considered as not safeguarding your Card);
- You have not reported two or more unauthorized events in the past 12 months.

Zero Liability covers U.S.-issued cards only; and does not apply to ATM transactions, PIN transactions not processed by Visa®, or certain commercial card transactions. Individual provisional credit amounts are provided on a provisional basis and may be withheld, delayed, limited, or rescinded by Cliq based on factors such as gross negligence or fraud, delay in reporting unauthorized use, investigation and verification of claim and account standing and history. You must notify Cliq immediately of any unauthorized use. The transaction(s) at issue must be posted to your account before provisional credit may be issued.

If Visa® Rules are changed to affect your liability; those changes will become applicable to your transactions under this Agreement upon notice to you as provided by law.

**10. Limitations on Use and Authorized Card Users.** Only one Card will be issued per Card Account and only the person identified on the Card and/or has agreed to the terms and conditions may use it. **Please see the enclosed Fee Schedule and Transaction Limitations document.** You are responsible for all authorized transactions initiated and fees incurred by use of your BusyKid Spend Card. If you permit another person to have access to your Card or Card number, we will treat this as if you have authorized such use and you will be liable for all transactions and fees incurred by those persons. You are responsible for the use of your Card according to the terms and conditions of this Agreement.

**11. Cash Access.** With your PIN, you may use your Card to obtain cash from any Automated Teller Machine (“ATM”) or any Point-of-Sale (“POS”) device, as permissible by a merchant that bears the Visa® Acceptance Mark. Any funds withdrawn from a POS device or through a participating bank (over the counter withdrawal) will be subject to the maximum amount that can be spent on your BusyKid Spend Card per 24-hour period.

**12. Right to Stop Payment and Procedure to Stop Payment.** To stop a preauthorized direct debit from a Merchant, you should contact the Merchant to request the recurring debit be cancelled. In the alternative, you may contact us at: 833-920-2554, or write to: Cliq® 2900 Bristol St., Bldg. F, Costa Mesa, CA 92626 in time for us to receive your request at least three (3) business days or more before the recurring debit is scheduled to be made. If you call us, we may also request you to put your request in writing and deliver the written confirmation to us within 14 days after you call. We reserve the right to charge you for each stop-payment order you give. See our Fee Schedule for further details. If you want to permanently stop multiple preauthorized direct debits to a specific Merchant, then you must put your request in writing and get it to Cliq us no less than three business days prior to the date the earliest recurring debit payment is to be made. If you order us to stop a preauthorized payment three (3) business days or more before the transfer is scheduled, in full compliance with terms of this Section, and for whatever reason it does not happen, you may be able to recover compensation for your reasonable losses or damages.

**13. Notice of Varying Amounts.** If regular payments may vary in amount, the person you are going to pay must tell you at least 10 days before each payment, when it will be made and how much it will be. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set).

**14. Returns and Refunds of Purchases Made.** If you need to return an item that you purchased with the Card, the merchant will handle the return in accordance with Visa<sup>®</sup> guidelines. The merchant may credit your BusyKid Spend Card; provide a cash refund, or issue store credit in accordance with their policy. If you are entitled to a refund for any reason for goods or services obtained credit your BusyKid Spend Card, you agree to accept credits to your Card for such refunds and agree to the refund policy of that merchant.

**15. Refunding your Entire Account Balance.** In order to receive a refund of the funds remaining in your card account, you must contact customer service and request a check refund. You should stop using your card at that time. A check refund may take up to 30 business days to be processed and delivered to you in order to allow all transactions to be processed through your Card Account. Your termination of this Agreement will not affect any of our rights or your obligations arising under this Agreement prior to termination.

**16. No Warranty Regarding Goods and Services or Uninterrupted Use.** Neither the Bank nor Cliq are responsible for the delivery, quality, safety, legality or any other aspects of goods or services that you purchase from others with a Card. 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 Cliq if you have any problems using your Card. You agree that we are not responsible for any interruption of service.

**17. Periodic Statements.** You are responsible for keeping track of your BusyKid Spend Card Account available balance. Merchants generally will not be able to determine your available balance. It is important to know your available balance before making any transaction. You may obtain information about the amount of money you have remaining in your BusyKid Spend Card Account by calling the phone number on the back of your Card. This information, along with a 12-month history of Card Account transactions, is also available online at [prepaid.Cliq.com](http://prepaid.Cliq.com). You will not automatically receive paper statements. However, you have a right to obtain a 24-month written history of your BusyKid Spend Card Account transactions by calling the phone number on the back of your Card or writing to: 2900 Bristol St., Bldg. F, Costa Mesa, CA 92626. Periodic statements are provided online, at [prepaid.Cliq.com](http://prepaid.Cliq.com). The statement contains certain information concerning the transactions conducted with your Card, including the dates, type, terminal location (for ATM withdrawals), and amounts of the transactions, the beginning and closing balances, fees assessed against your Card during the period, and addresses and telephone number for inquires. There may be a fee for issuing a paper periodic statement under certain circumstances. Please consult the **Fee Schedule and Transaction Limits** document for further information.

**18. Receipts.** You should get a receipt at the time you make a transaction using your BusyKid Spend Card, except in cases with small dollar transactions. You agree to retain, verify, and reconcile your transactions and receipts.

**19. Card Replacement.** If you need to replace your BusyKid Spend Card for any reason, please contact us at 833-920-2554 to request a replacement Card. You will be required to provide personal information which may include your Card number, full name, transaction history, and similar information to help verify your identity. There is a fee for replacing your BusyKid Spend Card. For information about the fee, see the **Fee Schedule and Transaction Limits** document.

**20. Fee Schedule and Transactions Limit.** In addition, a fee structure applies to your BusyKid Spend Card Account. All fee amounts will be withdrawn from your Card Account and will be assessed as long as there is a remaining balance on

your Card Account, except where prohibited by law. **See the Enclosed Fee Schedule and Transactions Limits** document for further information.

**21. Negative Balances.** Any time your remaining Card Account balance is less than the fee amount being assessed, the balance of for your BusyKid Spend Card Account will be applied to the fee amount. If that occurs, funds subsequently deposited into for your Card Account will be applied to the negative balance. You shall remain fully liable to us for the amount of the transactions and any applicable fees and charges. You shall remain responsible for the negative balance in for your Card Account and agree that any credits or loads made to for your BusyKid Spend Card will be used to offset the value of the negative balance, if any. There is no obligation for us to notify you before a transaction is approved or declined that would result in a negative balance on your Card. If you make a transaction that creates a negative balance on your Card, you agree that within (30) days of its creation you will add sufficient funds to cover the negative balance so that your Card has a zero or positive balance, or that you will otherwise immediately pay such an amount to Cliq in full upon demand. If after thirty (30) days you have not added sufficient funds to cover your negative balance, your BusyKid Spend Card will remain open to receive credits and loads, which will automatically be applied to offset your negative balance before they are available to you; however, you will not be able to make any transactions using your BusyKid Spend Card until it has sufficient funds to cover the negative balance. If you have not reloaded your Card with sufficient funds to cover the negative balance within sixty (60) days of its creation, we reserve the right to cancel your Card and pursue collection, including the right to collect any outstanding funds, equal to or less than the negative balance, from any other Card Account(s) you may have with us. You acknowledge that a negative balance on your Card does not constitute an open-ended line of credit. As such, if a negative balance is permitted on one or more occasions, that does not thereby permit a negative balance on any future occasion. We may refuse to pay a negative balance for you at any time, even though it may have been previously paid. Items will be approved or declined in the order received at the data processor.

**22. Foreign Currency Transactions.** If you obtain your funds or make a purchase in a currency other than the currency in which your BusyKid Spend Card was issued, the amount deducted from your funds will be converted by Visa® into an amount in the currency of your BusyKid Spend Card. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by Visa® from the range of rates available in wholesale currency markets for the applicable central processing date, which may vary from the rate Visa® itself receives; or the government-mandated rate in effect for the applicable central processing date. If you make a Foreign Transaction, a Currency Conversion fee equal to 3% of your transaction amount will be deducted from the balance in your BusyKid Spend Card. This fee is independent of any the currency conversion rate established by Visa® U.S.A., Inc. If you return an item for credit in a Foreign Transaction, we will not refund any foreign transaction fee that may have been charged on your original purchase. For information about the fee, see the **Fee Schedule and Transaction Limits** document.

**23. Liability for Failure to Complete Transactions.** If transactions are not completed on time or in the correct amount in accordance with the agreement with you, Cliq may be liable for your losses or damages, subject to the limitations as set forth in this Agreement and applicable law. **Exceptions:** The above provision will not apply if, through no fault of ours: (1) you do not have enough funds available in your Card Account to complete the transaction; (2) the merchant refused to accept your Card; (3) there is an insufficient balance in the Card Account because there is a hold on your Card; (4) your funds are subject to legal process or other encumbrances restricting transfer; (5) access to the Card has been blocked because, for example, you reported the Card lost or stolen; (6) we have reason to believe that the transaction is unauthorized; or (7) circumstances beyond anyone's control, such as fire or flood, prevent the completion of the transaction, despite reasonable precautions that have been taken. There may be other exceptions than those listed above.

**24. DISCLAIMER OF LIABILITY.** NEITHER CLIQ NOR THE BANK MAKE ANY WARRANTIES, WHETHER EXPRESS OR IMPLIED, REGARDING THE SERVICES PROVIDED UNDER THIS AGREEMENT, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, AGAINST INFRINGEMENT, OR OF FITNESS FOR A PARTICULAR PURPOSE. IN THE EVENT THAT CLIQ OR BANK ARE FOUND LIABLE TO

YOU, YOU WILL BE ENTITLED TO RECOVER ONLY YOUR ACTUAL DAMAGES AND NOT ANY SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR CONSEQUENTIAL (INCLUDING LOST PROFITS) DAMAGES, WHETHER IN CONTRACT, TORT, OR OTHERWISE, WHICH MAY ARISE IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF WHETHER WE MAY HAVE BEEN APPRISED OF THE POSSIBILITY OF SUCH DAMAGES. UNDER NO CIRCUMSTANCES SHALL OUR TOTAL LIABILITY TO YOU OR TO ANY THIRD PARTY ARISING OUT OF OR RELATED TO THIS CARDHOLDER AGREEMENT, EXCEED FIVE HUNDRED DOLLARS (\$500.00) REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE. YOU UNDERSTAND THE LIMITATION OF LIABILITY AS SET FORTH IN THIS PARAGRAPH TO BE A REASONABLE ALLOCATION OF RISK AND EXPRESSLY CONSENT TO SUCH ALLOCATION OF RISK. NEITHER PARTY MAY ASSERT ANY CLAIM AGAINST THE OTHER PARTY UNDER OR ARISING FROM THIS AGREEMENT THAT ACCRUED MORE THAN TWO YEARS PRIOR TO THE FILING OF THE ACTION OR PROCEEDING ALLEGING SUCH CLAIM. EACH PARTY SHALL HAVE A DUTY TO MITIGATE DAMAGES FOR WHICH THE OTHER PARTY MAY BECOME RESPONSIBLE.

**25. Error Resolution.** In Case of Errors or Questions About Your Card Account you may: (1) telephone us at: 833-920-2554; (2) write us at: 2900 Bristol Street, Bldg. F, Costa Mesa, CA 92626; or (3) email us at: [customerservice@Cliq.com](mailto:customerservice@Cliq.com). It is highly recommended that you contact us as soon as possible after discovering the error or question you have. Notwithstanding the foregoing, 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, where applicable, 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 833-920-2554, or by writing to 2900 Bristol Street, Bldg. F, Costa Mesa, CA 92626. In the request, You will need to tell us:

- Your name and Card Account number.
- Why you believe there is an error (if one exists), and the exact dollar amount involved.
- When the error took place (if known).

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 provisionally 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 provisionally credit your account.

For errors involving new accounts, point-of-sale, 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 833-920-2554 or visit [prepaid.cliq.com](http://prepaid.cliq.com).

**26. Changes to Customer Account Contact Information.** You agree to provide us with true, accurate and complete e-mail addresses, contact, and other information related to this agreement and BusyKid Spend Card, and to maintain and update promptly any changes to this information. You can update information (such as your e-mail address) through [prepaid.Cliq.com](http://prepaid.Cliq.com) or by contacting Cliq at 833-920-2554. You may be required to submit this request in writing before a change is effective. You agree that any notice or communication sent by the Bank or by Cliq to the email, physical address or telephone number noted in our records shall be effective until we receive updated information from you.

**27. 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 version.

**28. Amendment and Cancellation.** We may amend or change the terms and conditions 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 or to prevent fraud, 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 returning 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 that your Card Account is cancelled, closed, or terminated for any reason, you may request the unused balance, to be returned to you via a check to the mailing address we have in our records. The Bank reserves the right to refuse to return any unused balance amount less than \$1.00.

**29. Fraudulent or Criminal Activity.** If we identify any fraudulent, illegal or any other use of your BusyKid Spend Card which is not permitted by this Agreement, to the extent permitted by law, we may, at our option and without waiving any of our rights, offset any direct loss up to the amount suffered by us as a result of such use from any balance on your BusyKid Spend Card or any other Prepaid Cliq® Card you may have. We may refuse to process any transaction that we believe may violate the terms of this agreement.

**30. Telephone Monitoring/Recording.** From time to time Cliq may monitor and/or record telephone calls between you and us or Cliq to assure the customer service quality or as required by applicable law.

**31. Text Message Service.** You may be able to request Cliq to send certain messages to you (for example, account alerts) via SMS text message. To do so, you must first register for this service at [prepaid.Cliq.com](http://prepaid.Cliq.com) as part of your registration. You can view the terms and conditions for this service at the Card Website. SMS text functionality will depend on your phone, your data package, and your plan. If you sign up for the text message service, you agree to pay (without reimbursement from us) any fees or charges you may incur for any text messages you receive from us or from Cliq . In addition, we will not be liable for any messages that you do not receive or experience a delay in receiving. For information about applicable Carrier charges, see **the Fee Schedule and Transaction Limits** document.

**32. Customer Service.** For customer service or additional information regarding your BusyKid Spend Card, please contact us at:

Cliq®  
2900 Bristol St. Bldg. F  
Costa Mesa, CA 92626  
Telephone: 833-920-2554  
Email: [customerservice@Cliq.com](mailto:customerservice@Cliq.com)

For your security, please DO NOT send the following information in writing:

- Your 16 digit your BusyKid Spend Card Account number
- Your Personal Identifiable Information – such as Social Security Number or Personal Identification Number (PIN) Customer Service agents are available 24 hours a day, 7 days a week.

**33. Privacy Policy.** We will disclose information to third parties about your account or the transfers you make: (i) Where it is necessary for completing transfers,(ii) in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant, (iii) in order to comply with government agency or court orders, or (iv) if you give us written permission. Additional information is provided in the document called “*What Does MVB Do With Your Personal Information?*”. This document describes our policy for handling customers’ nonpublic personal

information. See the enclosed **Privacy Policy** document, or you may also review this and other related materials at: <https://www.cliq.com/privacy>.

**34. Children's Privacy.** Certain marketing and other activities are conducted under the "BusyKid" service offering by BusyKid, Inc.. BusyKid operates as a separate and distinct entity from the Bank and Cliq, and maintains its own relationship with each BusyKid Spend Card cardholder. Unlike BusyKid, neither the Bank nor Cliq will knowingly collect or solicit any personal information from children under the age of 13. Further, neither the Bank nor the Cliq will direct any of their online services, including without limitation, websites appearing at <https://www.cliq.com> at or toward children under the age of 13. If the Bank or Cliq obtains actual knowledge that a child under the age of 13 has submitted personal information online to either entity without parental consent, we will take all reasonable measures to: (i) obtain such consent at the earliest available opportunity; or if consent is not obtainable (ii) delete or destroy such information and not knowingly permit its use for any purpose, except as required by applicable law. If you are aware of any personal information that the Bank or Cliq has collected or solicited from your child age 13 or younger, or have any other questions concerning the use of your child's information, please consult BusyKid's Privacy Policy (available at <http://busykid.com/privacy-policy>) and/or contact BusyKid directly at: BusyKid, Inc., 3200 N. Hayden Road, #310, Scottsdale, AZ 85251, eMail: [feedback@busykid.com](mailto:feedback@busykid.com)

**35. Unclaimed Property.** If you do not access your BusyKid Spend Card for the period of escheatment in your state, your BusyKid Spend Card will be cancelled; we will use the most recent information we have to return the remaining value to you. However, for registered Cardholders if that information is unavailable or out of date and we cannot otherwise return the funds to you with certainty, the remaining value due may be subject to applicable state laws regarding escheatment (or forfeiture) to the state government of unclaimed property.

**36. Legal Process - Liens, Attachments and Garnishments.** If we or Cliq are served with a notice of lien, writ of attachment, execution, garnishment, tax withholding order, levy, subpoena, warrant, injunction, government agency request for information, forfeiture or other proceeding relating to you or your BusyKid Spend Card, we are authorized without notice to you (unless otherwise required by law) to pay such amount to the court or creditor in accordance with applicable state or federal law. We may accept and comply with legal process served in person, by mail, by facsimile transmission, or by other means or served at locations other than the location where the records are held. We may, but are not required to, send a notice to you of the legal process. We do not send a notice if the law prohibits us from doing so. We may hold and release funds to the Court or the creditor as directed by the legal process. If we hold or release funds, we may without any liability to you return checks and other items unpaid and refuse to permit withdrawals from your account. We may produce documents held at, or provide access to property that is located in our facility or any third party facility operated on our behalf, even if the facility is not designated as the place to be searched in the legal process. We have no liability to you if we accept and comply with legal process as provided in this section or by applicable law.

**37. Death or Incompetence.** Until a notice of death or incompetency is received, the Bank or Cliq may act with respect to any account or service of the account as if the owner or authorized signer is alive and competent. We will not be liable for any actions or inactions taken on that basis. When we receive a notice that the owner has died or is declared incompetent, we may place a hold on your account and refuse to accept deposits or permit withdrawals. We may hold funds in your account until we know the identity of the successor. If a deposit – including salary, pension, Social Security and Supplemental Security Income (SSI) – payable to the deceased owner is credited to the account after the date the deceased owner died, we may debit the account for the deposits and return it to the payer.

**38. Powers of Attorney/Appointment and Payment to Agents.**

You may decide to appoint someone to act for you as your agent or attorney-in-fact ("agent") under a power of attorney. Submission of a power of attorney form must be satisfactory to us in our discretion and unless prohibited by law,

we may refuse, with or without cause, to honor powers of attorney that you grant to others. If your state has a statutory power of attorney, we also generally accept that form. We may accept any form we believe was lawfully executed by you and act on instructions we receive under that form without any liability to you. You agree to reimburse us for all claims, costs, losses, and damages that we incur in accepting and acting on any power of attorney form that we believe you lawfully executed. We may pay funds deposited in your account to your agent or upon the order of your agent. When we accept a power of attorney, we may continue to recognize authority of your agent to act on your behalf without question until we receive written notice of revocation from you or notice of your death or incapacity and have had a reasonable time to act upon it. We will not be liable for action in accordance with the most current documentation if we have not received such a notice. In some cases, we may require that your agent confirm in an affidavit that the power of attorney has not been revoked or terminated or that you register the power with the appropriate recording authorities. We may restrict the type or sizes of transaction we permit your agent to conduct.

**39. Arbitration. NOTICE: THIS AGREEMENT REQUIRES ALL DISPUTES BE RESOLVED BY WAY OF BINDING ARBITRATION UNLESS YOU OPT-OUT AS DETAILED IN THE ARBITRATION SECTION BELOW.**

**READ THIS ARBITRATION PROVISION. UNLESS YOU ACT PROMPTLY TO REJECT THE ARBITRATION PROVISION BY OPTING OUT IN ACCORDANCE WITH PARAGRAPH b, CAPTIONED “OPT-OUT PROCESS,” THE ARBITRATION PROVISION WILL BE PART OF THIS AGREEMENT AND WILL HAVE A SUBSTANTIAL EFFECT ON YOUR RIGHTS, INCLUDING YOUR RIGHT TO BRING OR PARTICIPATE IN A CLASS ACTION, IN THE EVENT OF A DISPUTE.**

a. **General:** This Arbitration Provision describes when and how a Claim (as defined below) may be arbitrated. Arbitration is a method of resolving disputes in front of one or more neutral persons, instead of having a trial in court in front of a judge and/or jury. It can be a quicker and simpler way to resolve disputes. Arbitration proceedings are private and less formal than court trials. Each party to the dispute has an opportunity to present some evidence to the arbitrator. The arbitrator will issue a final and binding decision resolving the dispute(s), which may be enforced as a court judgment. A court rarely overturns an arbitrator’s decision. As solely used in this Arbitration Provision, the terms “we,” “us” and “our” mean not just MVB and Cliq, but also our respective parent companies, subsidiaries, affiliates, successors, assigns, as well as any of these entities’ employees, officers, directors and agents.

b. **Opt-Out Process.** If you do not want this Arbitration Provision to apply, you may reject it by mailing us a written opt-out notice which contains your Card Account number, your name and address, and a signed statement that you opt-out of the Arbitration Provision of this Agreement. The Opt-Out notice must be sent to us by mail at the address listed in this Agreement. (You should retain a copy of your opt-out notice and evidence of mailing or delivery.) An Opt-Out notice is only effective if it is signed by you and if we receive it within sixty (60) days after the date you received this Agreement. Indicating your desire to opt-out of this Arbitration Provision in any manner other than as provided above is insufficient notice. Your decision to opt out of this Arbitration Provision will not have any other effect on this Agreement and will not affect any other arbitration agreement between you and us, which will remain in full force and effect. If you don’t reject this Arbitration Provision, it will be effective as of the date you received this Agreement.

c. **What Claims Are Covered:** “Claim” means any claim, demand, dispute or controversy between you and us that in any way arises from or relates to your Card Account (whether past, present or future). For purposes of this Agreement, the term “Claim” shall have the broadest possible meaning. Despite the foregoing, “Claim” does not include any individual action brought by you in small claims court or your state’s equivalent court, unless such action is transferred, removed, or appealed to a different court.

d. **Starting or Electing to Require Arbitration:** Either you or we may start an arbitration of any Claim or require any

Claim to be arbitrated. Arbitration is started by initiating arbitration or required by giving written notice to the other party requiring arbitration. This notice may be given before or after a lawsuit has been started over the Claim and may address any Claims brought in the lawsuit, provided that a party may not pursue a Claim in a lawsuit and then seek to arbitrate that same Claim unless the other party has asserted another Claim in the lawsuit or arbitration. The notice may be in the form of a motion or petition to compel arbitration. Arbitration of a Claim must comply with this Arbitration Provision and, to the extent not inconsistent or in conflict with this Arbitration Provision, the applicable rules of the arbitration Administrator.

**e. *Choosing the Administrator:*** “Administrator” means the American Arbitration Association (“AAA”), 1633 Broadway, 10th Floor, New York, NY 10019. The party asserting the Claim (the “Claimant”) may select a different Administrator if desired, so long as the provider is reputable and offers substantially the same services at the same locations as the AAA. Notwithstanding any language in this Arbitration Provision to the contrary, no arbitration may be administered, without the consent of all parties to the arbitration, by any Administrator that has in place a formal or informal policy that purports to override the Class Action Waiver.

**f. *Court and Jury Trials Prohibited; Other Limitations on Legal Rights:*** **IF YOU, THE BANK OR CLIQ ELECT TO ARBITRATE A CLAIM, YOU WILL NOT HAVE THE RIGHT TO PURSUE THAT CLAIM IN COURT OR HAVE A JURY DECIDE THE CLAIM. ALSO, YOUR AND OUR ABILITY TO OBTAIN INFORMATION FROM THE OTHER PARTY WILL BE MORE LIMITED IN ARBITRATION THAN IN A LAWSUIT. OTHER RIGHTS THAT YOU OR WE WOULD HAVE IN COURT MAY ALSO NOT BE AVAILABLE IN ARBITRATION.**

**g. *Prohibition Against Certain Proceedings:*** **IF YOU, THE BANK OR CLIQ ELECT TO ARBITRATE A CLAIM: (1) YOU MAY NOT PARTICIPATE IN A CLASS ACTION IN COURT OR IN CLASS-WIDE ARBITRATION, EITHER AS A PLAINTIFF, DEFENDANT OR CLASS MEMBER; (2) YOU MAY NOT ACT AS A “PRIVATE ATTORNEY GENERAL” IN COURT OR IN AN ARBITRATION; (3) CLAIMS BROUGHT BY OR AGAINST YOU MAY NOT BE JOINED OR CONSOLIDATED WITH CLAIMS BROUGHT BY OR AGAINST ANY OTHER PERSON; AND (4) THE ARBITRATOR SHALL HAVE NO AUTHORITY TO CONDUCT A CLASS-WIDE ARBITRATION, “PRIVATE ATTORNEY GENERAL” ARBITRATION, OR MULTIPLE-PARTY ARBITRATION.**

**h. *Location and Costs of Arbitration:*** Any arbitration hearing that you attend in person must take place at a location reasonably convenient to you, as determined by the arbitrator. Each Administrator charges fees to administer an arbitration proceeding and the arbitrator also charges fees. This includes fees not charged by a court. If either you or we require a Claim to be arbitrated, you may tell us in writing that you cannot afford to pay the fees charged by the Administrator and/or the arbitrator or that you believe those fees are too high. If your request is reasonable and in good faith, we will pay or reimburse you for all or part of the fees charged to you by the Administrator and/or arbitrator. Also, we will pay these fees if applicable law requires us to, if you prevail in the arbitration or if we must bear such fees in order for this Arbitration Provision to be enforced. We will not ask you to pay or reimburse us for any fees we pay the Administrator or arbitrator. We will bear the expense of our attorneys, experts and witnesses. You will bear the expense of your attorneys, experts and witnesses if we prevail in an arbitration. However, if you are the Claimant, we will pay your reasonable attorney, expert and witness fees and costs if you prevail or if we must bear such fees and costs in order for this Arbitration Provision to be enforced. Also, we will bear any fees and costs if applicable law requires us to do so.

**i. *Governing Law:*** The Arbitration Provision in this Section 39 is governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16 (the “FAA”), and not by any state arbitration law. The arbitrator must apply applicable substantive law consistent with the FAA and applicable statutes of limitations and claims of privilege recognized at law. The arbitrator is authorized to award all remedies permitted by the substantive law that would apply if the action were pending in court (including, without limitation, punitive damages, which shall be governed by the Constitutional standards employed by the courts). At the timely request of either party, the arbitrator must provide a brief written explanation of the basis for the award.

**j. *Rules of Interpretation:*** This Arbitration Provision is binding upon and benefits you, your respective heirs, successors and assigns. This Arbitration Provision also is binding upon and benefits us. This Arbitration Provision shall survive the repayment of all amounts owed under this Agreement, any legal proceeding and any bankruptcy, to the extent consistent with applicable bankruptcy law. This Arbitration Provision survives any termination, amendment, expiration or performance of any transaction between you and us and continues in full force and effect unless you and we otherwise agree in writing. In the event of a conflict or inconsistency between this Arbitration Provision, on the one hand, and the applicable arbitration rules or the other terms of this Agreement, on the other hand, this Arbitration Provision shall govern.

**k. *Severability:*** If any portion of this Arbitration Provision is deemed invalid or unenforceable, such a finding shall not invalidate any remaining portion of this Arbitration Provision, this Agreement, or any other agreement entered into by you with us. However, notwithstanding any language in this Arbitration Provision or this Agreement to the contrary, the Class Action Waiver is not severable from the remainder of this Arbitration Provision and, in the event that the Class Action Waiver is held to be invalid and unenforceable, and subject to any right of appeal that may exist with respect to such determination, any class action or representative proceeding shall be determined in a court of law and will not be subject to this Arbitration Provision.

**IF YOU DO NOT AGREE TO THE TERMS OF THIS ARBITRATION AGREEMENT, DO NOT ACTIVATE OR USE THE CARD. SAVE YOUR RECEIPT AND CALL THE NUMBER ON THE BACK OF YOUR CARD TO CANCEL AND (WHERE APPLICABLE) TO REQUEST A REFUND.**

Card Services

Cliq®

2900 Bristol St. Bldg. F

Costa Mesa, CA 92626

833-920-2554

Card Bank

MVB Bank, Inc.

1000 Jerry Dove Drive, Ste. 200,

Bridgeport, WV 26330

844-MVB-BANK

[www.MVBbanking.com](http://www.MVBbanking.com)

The BusyKid Spend Card is issued by MVB Bank, Inc., Member FDIC, pursuant to a license from Visa® U.S.A. Inc. All cardholder's funds are insured by the FDIC in accordance with the FDIC's applicable terms and conditions.