

Comerica Bank
Ohio e-QuickPaySM Debit MasterCard
Terms of Use

Comerica Bank (“we” and “Bank”) is providing you with these terms (“Terms”) and the enclosed Ohio e-QuickPaySM Debit MasterCard Card (“Card”) because you have agreed with the State of Ohio (the “State”) to accept child support payments by means of the Card. Comerica Bank is the issuer of your new Ohio e-QuickPay Debit MasterCard. This agreement describes your rights and obligations to the Bank with respect to the Card

YOU CANNOT USE THE ENCLOSED CARD TO PERFORM TRANSACTIONS UNTIL YOU CONTACT THE BANK TO SELECT A PERSONAL IDENTIFICATION NUMBER (“PIN”) AND WE VALIDATE YOUR CARD. IF YOU DO NOT WANT TO CONTINUE ACCEPTING PAYMENTS BY MEANS OF THE CARD, PLEASE NOTIFY THE CSPC SERVICE CENTER AT (888) 965-2676 IMMEDIATELY.

By selecting your PIN and activating the Card in accordance with the instructions accompanying this form, you will be agreeing to abide by these Terms. Your use of the Card will be further evidence of your agreement.

1. Payments to You. An account has been established with the Bank to fund payments to you and other Ohio support payment recipients. We will make funds available to you in the amounts designated from time to time by the State, and you will be able to access those funds with your Card.

2. Personal Identification Number. You must select a PIN for your Card. Your Card cannot be used at automated teller machines (“ATMs”) and some point-of-sale (“POS”) terminals without the PIN. You may be asked to sign a sales slip or provide identification, rather than enter your PIN, for certain POS transactions. Some merchants, such as gas stations, may not require you to sign your name or enter your PIN.

3. Card Transactions. You can use your Card to obtain cash at ATMs and financial institutions, and to make purchases at POS terminals and merchants, that participate in the MasterCard system. When you use your Card to initiate a transaction at certain merchants, such as hotels, a hold may be placed on your available Card funds for an amount equal to or in excess of your ultimate transaction. Normally, a hold of this type will last only a few days. The held funds will not be available to you for any other purpose. Any excess will be released for your use when the transaction is finally settled.

For security reasons, your Card generally cannot be used at: unattended vending machines and kiosks; gas station pumps (although you may go inside to pay); and certain merchants, such as rental car companies, where a preauthorized amount may be held until a final bill is rendered. Some car rental companies do not accept debit cards.

Cash refunds will not be made to you for POS purchases. If a merchant gives you a credit for merchandise returns or adjustments, it may do so by processing a credit adjustment, which we will apply as a credit to your available funds.

We may refuse to authorize a Card transaction if: (a) it would exceed the amount that the State has advised the Bank to make available for your use; (b) the Card is reported lost or stolen; (c) we believe the Card is counterfeit; or (d) we are uncertain whether the transaction is authorized by you. We may temporarily “freeze” your Card and attempt to contact you if we note transactions that are unusual or appear suspicious.

You may not use your Card to perform transactions that exceed the amount of child support funds made available to you through this program. You agree to repay the Bank the amount of any transaction(s) that exceed that amount, without further demand by the Bank.

4. Card and PIN Security. You agree not to give or otherwise make your Card or PIN available to others. For security reasons, you agree not to write your PIN on your Card or keep it in the same location as your Card. Your Card is the Bank’s property and must be returned to the Bank upon request.

5. Fees. We impose a charge of \$0.75 for each ATM withdrawal and \$0.40 for each ATM balance inquiry. We also will impose a \$5.00 fee to replace a lost, stolen or destroyed Card after your first free replaced card annually. An additional \$15.00 fee will be charged to you if you request that the replacement Card be sent overnight, rather than by regular mail. Fees are deducted from the amount available through your Card. If you conduct a transaction at an ATM that is not operated by the Bank, the operator of the ATM or any network utilized to effect the transaction also may impose a fee.

6. Foreign Currency Transactions. If you obtain cash or make a purchase in a currency other than U.S. dollars, the amount deducted from your available funds will be converted by MasterCard International into U.S. dollars. Under the currency conversion procedure that MasterCard International uses, the non-U.S. dollar transaction amount is converted into a U.S. dollar amount by multiplying the transaction amount in the non-U.S. dollar currency by a currency conversion rate. The currency conversion rate that MasterCard International typically uses is either a government-mandated rate or a wholesale rate provided to MasterCard International and increased by a percentage (currently 1%). This rate may differ from the rate in effect when the transaction occurred or when it is posted by the Bank against the funds that are available to you. MasterCard International’s currency conversion rate and fees will comply with MasterCard rules for this convenience.

7. Record of Your Available Funds and Transactions. You may obtain information about the amount of funds available through your Card and your last 10 transactions by calling the Customer Service Center at 1-800-503-1283 or by visiting

www.e-QuickPay.com. The amount of your available funds also is available on the receipt you get when you make a withdrawal or balance inquiry at certain ATMs. You also have the right to receive a written summary of transactions for the 60 days preceding your request by calling the Bank at 1-800-503-1283.

8. Lost or Stolen Card/PIN. If you believe your Card or PIN has been lost or stolen or that someone has transferred or may transfer money from your available funds without your permission, call the Bank at 1-800-503-1283, write to the Bank at Comerica Bank, PO Box 310659, Detroit MI 48131-7584, or e-mail the Bank at www.e-QuickPay.com.

9. In Case of Errors or Questions About Your Transactions. Call the Bank at the number or write the Bank at the address described above as soon as you can if you think an error has occurred in connection with your Card or available funds. We must hear from you no later than 60 days after you learn of the error. You will need to tell the Bank:

- (1) Your name and Card number.
- (2) Why you believe there is an error, and the dollar amount involved.
- (3) Approximately when the error took place.

If you tell the Bank orally, we may require that you send the Bank your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your Card within 10 business days for the amount you think is in error, so that you will have the use of the money during the time that it takes the Bank to complete the Bank’s investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your Card. For errors involving POS or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question.

We will tell you the results within three business days after completing the Bank’s 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 the Bank’s investigation.

If you need more information about the Bank’s error-resolution process, call the Bank at 800-503-1283.

10. Your Liability. You are responsible for all authorized uses of your Card. Except as set forth below, you will not be responsible for an unauthorized use of your Card. An “unauthorized” use is a withdrawal or transaction that you or someone you authorized did not transact. We may refuse to reimburse you for a transaction you assert is unauthorized if (1)

you give your Card, Card number, and/or PIN to another person whom you expressly or implicitly authorize to use your Card, even if that person withdraws or purchases more than you authorized, or (2) we conclude that the facts do not reasonably support a claim of unauthorized use.

Tell the Bank AT ONCE if you believe your Card or PIN has been lost or stolen. Telephoning is the best way of keeping your possible losses down. You could lose all the money associated with your Card. If you tell the Bank within two business days, you can lose no more than \$50 if someone used your Card or PIN without your permission.

Note: You may not be liable for the \$50.00 maximum loss described above unless one of the following conditions exist:

- (a) You have reported two or more incidents of unauthorized use of your Card in the last 12 months; or
- (b) Your Card is not in good standing; or
- (c) You have not exercised reasonable care in safeguarding your Card from risk of loss or theft.

Also, if the written transaction history or other Card transaction information provided to you shows transfers that you did not make, tell the Bank at once. If you do not tell the Bank within 60 days after the transmittal of such information, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told the Bank in time. If a good reason (such as a long trip or a hospital stay) kept you from telling the Bank, we will extend the time periods.

We will cancel your Card if it is reported to the Bank as lost, stolen or destroyed. Once your Card is canceled, you will have no liability for further transactions involving the use of the canceled Card.

11. The Bank's Liability. If we do not complete an electronic fund transfer to or from your Card on time or in the correct amount according to these Terms, we will be liable for your losses or damages. There are some exceptions, however. We will not be liable, for instance, if:

- Through no fault of the Bank's, you do not have enough available funds tied to your Card to perform the transaction;
- Circumstances beyond the Bank's control (such as fire, flood, water damage, power failure, computer breakdown, telephone line disruption, or a natural disaster) prevent or delay the transfer despite reasonable precautions taken by the Bank;
- The system, ATM or POS terminal was not working properly and you knew about the problem when you started the transaction;
- The State has not authorized the Bank to make the necessary funds available through your Card;
- The funds available through your Card are subject to legal process such as court orders or are otherwise not available for withdrawal; or
- The transaction cannot be completed because your Card is damaged.

12. Limitation of Time to Sue. An action or proceeding by you to enforce an obligation, duty or right arising under these Terms or by law with respect to your Card or the Card service must be commenced within one year after the cause of action accrues.

13. Dispute Resolution. If you have a problem with your Card or the Card service, please bring it to the Bank's attention immediately. In most cases, a telephone call will quickly resolve the problem in a friendly, informal manner. If a dispute cannot be resolved informally, you or we may file an action. **You and we each give up the right to a trial by a jury to resolve each dispute, claim, demand, cause of action, and controversy between you and the Bank arising out of, or relating to your Card or this service.** This includes, without limitation, claims brought by you as a class representative on behalf of others, and claims by a class representative on your behalf as a class member (so-called "class action" suits).

14. Privacy. We may obtain nonpublic personal information about you (e.g., your name, address, telephone number, social security number, and date of birth) from the State, consumer reporting agencies and elsewhere in order to verify your identity. We do not release personal nonpublic financial information obtained in connection with this Card program about current or former Cardholders to anyone, except: to process a transaction at your request; to the State or its agent in connection with the account that funds Card payments; where it is necessary or helpful in effecting, administering, or enforcing a transaction; to consumer reporting agencies; with the Cardholder's consent; to comply with a law, regulation, legal process or court order; to local, state and federal authorities if we believe a crime may have been committed involving a Card; or as otherwise permitted by law. We restrict access to nonpublic personal information about you to those employees who need to know that information to provide products and services to you. We maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

15. Business Days. The Bank's business days are Monday through Friday, excluding holidays.

16. Assignment. You may not assign your rights or obligations in connection with these Terms, the funds available to you through your Card, or the Card itself to others. We may assign the Bank's rights and obligations under these Terms to others without prior notice to you or your consent.

17. Severability/Waiver. If any provision of these Terms is deemed unlawful, void, or unenforceable, it will be deemed severed from these Terms and shall not affect the validity and enforceability of the remaining provisions. We may delay enforcing the Bank's rights under these Terms without losing them. Any waiver by the Bank will not be deemed a waiver of other rights or of the same right at another time.

18. Choice of Venue and Governing Law. Any action, claim or controversy regardless of the form or nature of such, to enforce

these Terms or for the breach of the same may be brought in either state or federal court in the State of Ohio. The Terms will be governed by and construed in accordance with the laws of the State of Ohio.

19. Legal Process. We may comply with any subpoena, levy or other legal process which we believe (correctly or otherwise) to be valid. We may notify you of such process by telephone, electronically or in writing. We may honor legal process that is served personally, by mail, or by facsimile transmission at any of the Bank's offices (including locations other than where the funds, records or property sought is held), even if the law requires personal delivery at a different location.

20. Address Change. If you change your address, you agree to send a notice of your new address promptly to the Bank and to the county child support enforcement agency that is responsible for making payments to you.

21. Change in Terms. We may change (add to, delete or amend) these Terms at any time by providing you with prior notice, as required by law.

22. Termination. We may suspend or terminate your use of the Card with or without cause at any time by providing you with prior notice. We may terminate your use of the Bank's Card and this service immediately if: you breach these Terms or any other agreement with the Bank; we are notified to do so by the State or its agent; we have reason to believe that there has been or may be an unauthorized use of your available Card funds, Card or PIN; or there are conflicting claims to your available Card funds. You may terminate your use of the Card and these Terms without cause at any time by providing the Bank with prior written notice. You also should notify the State of the termination and make other arrangements for future payments by it.