

CARDHOLDER AGREEMENT

IMPORTANT - PLEASE READ CAREFULLY

1. Terms and Conditions for the Pr1maCard™ Prepaid MasterCard®, Pr1macard Elite™ Prepaid MasterCard®, Pr1macard Duo™ Prepaid MasterCard®, and Pr1maCard Libre™ Prepaid MasterCard®. This document constitutes the agreement ("Agreement") outlining the terms and conditions under which the Card has been issued to you. By accepting and using this card, you agree to be bound by the terms and conditions contained in this Agreement. In this Agreement, "Card" means any of the aforementioned Cards issued to you. This card is issued by Palm Desert National Bank, pursuant to a license from MasterCard International Incorporated. "You" and "your" means the person or persons who have received the Card and are authorized to use the Card as provided for in this Agreement. "We," "us," and "our" means PDNB, and its successors, affiliates or assignees. The Card will remain the property of PDNB and must be surrendered upon demand. The Card is nontransferable, and may be canceled, repossessed, or revoked at any time without prior notice subject to applicable law. Please read this Agreement carefully and keep it for future reference.

2. Definitions

The Card: The Card is a prepaid debit card which allows you to access funds placed on the Card. The Card does not constitute a checking, savings or other bank account and is not connected in any way to any other account you may have. The Card is not a credit card. You will not receive any interest on your funds on the Card.

Authorized Users: You are the only authorized user of the Card, provided that for certain Card types you may request that a Pr1macard Duo™ Prepaid MasterCard® issued to another person be associated with your Card. Should you permit another person to have access to your Card or Card number you are liable for all transactions made by them with the Card or Card number. If you ask us to revoke another person's use of your Card, we may revoke your Card and issue a new Card with a different number. Each cardholder and visitor to the www.1800tarjetas.com website agrees to be bound by these terms and conditions, as amended from time to time. If you do not agree to these terms and conditions, please do not use www.1800tarjetas.com or the Card. In order to become a cardholder, you must be an individual who can lawfully enter into and form contracts under applicable law. By participating in the Card program, you warrant factual representation of the required information, including, but not limited to, your real name, valid U.S. mailing address and residential address (if different), social security number, age, and telephone number. If you falsify, misrepresent, or fail to provide requested information, we may cancel your Card. **Personal Identification Number ("PIN"):** We may give you a Personal Identification Number ("PIN"). If we give you a PIN, you may use your Card to (i) obtain Cash from any Automated Teller Machine ("ATM") that bears the network logos that appear at the back of your Card or (ii) at any Point-of-Sale (POS) device that requires entry of a PIN, and which bears the [MasterCard® brand]. All ATM transactions are treated as Cash withdrawal transactions. You must not write your PIN on your Card, share your PIN, or keep your PIN with your Card. If you fail to protect your PIN you may be responsible for all losses associated as a result of the negligent handling of your PIN. If you believe that anyone has gained unauthorized access to your PIN, you should advise us immediately, following the procedures in the paragraph labeled "Your Liability for Unauthorized Transfers."

Loading Your Card: You may add funds to your Card, called "value loading", at any time, subject to any minimum requirements or maximum limitations for the load amount. The maximum value you can load on your Card may also be restricted by the aggregated value limitations of the Cards issued to you. You agree to present the Card and meet identification requirements to complete load transactions in accordance with the following limitations:

	PR1MACARD-LIBRE	PR1MACARD	PR1MACARD-ELITE	PR1MACARD-DUO
Initial Minimum "Value Loading"	\$20.00	\$20.00	\$20.00	\$20.00
Maximum "Value Loading"	\$500.00	\$500.00	\$2500.00	\$500.00
Maximum Card Value (at any one time)	\$500	\$2500.00	\$2500.00	\$500.00

Using Your Card: You may use your Card to purchase or lease goods or services wherever the Card is honored as long as you do not exceed the value available on your Card. You may also request by calling us at [1-800-TARJETAS - 1-800-827-5382] or by visiting us online at www.1800tarjetas.com that funds be transferred from your Pr1maCard™ Prepaid MasterCard® or Pr1macard Elite™ Prepaid MasterCard® to a Pr1macard Duo™ Prepaid MasterCard® associated with your Card, subject to the following limitations:

Minimum Amount per Transfer	Maximum Amount per Transfer	Maximum Number of Transfers per Day	Maximum Number of Transfers per Week	Maximum Number of Transfers per Month
\$20	\$500	2	14	60

You are responsible for all transactions initiated by use of your Card. If you permit someone else to use your Card we will treat this as if you have authorized such use and you will be responsible for any transactions made subject to such use. If you do not have enough value loaded on your Card you can instruct the merchant to charge a part of the purchase to the Card and pay the remaining amount with cash or another card. These are called "split transactions." Some merchants do not allow cardholders to conduct split transactions. Some merchants will only allow you to do a split transaction if you pay the remaining amount in cash.

If you use your Card number without presenting your Card (such as for a mail order or telephone purchase), the legal effect will be the same as if you used the Card itself. Your Card cannot be redeemed for cash, and you may not use your Card for any illegal transactions. You may use your Card to access cash at an Automated Teller Machine (ATM) or bank teller up to daily limits listed on the following schedule (these limits may be adjusted):

	PR1MACARD-LIBRE	PR1MACARD	PR1MACARD-ELITE	PR1MACARD-DUO
Maximum Cumulative Cash Access Amount per day from ATM or bank teller	n/a	\$500.00	\$2500.00	\$500.00

You should keep track of the amount of value loaded on the Card issued to you. You may call us at the Customer Service number shown on your Card or [1-800-TARJETAS - 1-800-827-5382] to obtain the current value on your Card. Hours of live operator customer service are Monday through Friday, [8 a.m. to 6 p.m. (ET), and Saturday, 9:00am to Noon (ET)]. You may also access your Card information online at www.1800tarjetas.com 24 hours a day, 7 days a week, 365 days a year, subject to any offline maintenance periods or via our Interactive Voice Response phone system.

Each time you use your Card you authorize us to reduce the value available on your Card by the amount of the transaction plus any applicable fees. You do not have the right to stop payment on any purchase transaction originated by the use of your Card. 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 that will automatically be deducted from your Card once the charge is settled by the merchant. Please note that we have no control over when a merchant settles a previously authorized transaction. When you use your Card to rent a vehicle, hotel room, or to make other purchases, the merchant may initiate an authorization hold on your funds. Merchants may initiate authorization holds for many reasons, including without limitation to satisfy "security deposit" requirements or to ensure available funds when you complete your transaction. Funds loaded onto the Card that are subject to an authorization hold will not be available to pay for other purchases or ATM withdrawals.

3. Returns and Refunds. If you are entitled to a refund for any reason for goods or services obtained with your Card, you agree to accept credits to your Card for such refunds. While merchant refunds post as soon as they are received, please note that we have no control over when a merchant sends a credit transaction and consequently the refund may not be available for some period of time after the refund transaction occurs.

4. Foreign Transactions. Any purchase or withdrawal made in another currency will be converted by MasterCard into an amount in the currency of your Card according to an exchange rate selected by MasterCard from the range of rates available in wholesale currency markets for the applicable central processing date which may vary from the rate MasterCard itself receives, or any government-mandated rate in effect for the applicable central processing date. You agree to pay the converted amount plus a currency conversion rate of up to an additional 2% of the amount of the transaction.

5. Receipts. You should get a receipt at the time you make a transaction or obtain cash using your Card. You agree to retain your receipt to verify your transactions.

6. Periodic Statements. A continuously updated Card statement, in electronic format, is available on the Card website located at www.1800tarjetas.com. The statement will be made available free of charge and regardless of whether or how often you use your Card. You may also choose to have a paper statement mailed to you; however, there is a fee for this service.

7. Fees and Charges.

Pricing & Fees	PR1MACARD-LIBRE	PR1MACARD	PR1MACARD-ELITE	PR1MACARD-DUO
Card Issuance Fee	\$7.95	\$12.95	\$12.95	\$4.95
Retail Card Load*	n/a	\$2.95*	\$2.95*	n/a
Direct Deposit/Payroll	n/a	FREE	FREE	n/a
POS Purchase (signature)	FREE	FREE	FREE	FREE
POS Purchase (signature) International	FREE	FREE	FREE	FREE
POS Purchase (PIN)	n/a	\$1.50	\$1.50	\$1.50
POS Purchase (PIN) with Cash Back	n/a	\$1.75	\$1.75	\$1.75
POS Purchase (PIN) with Cash Back - International	n/a	\$2.00	\$2.00	\$2.00
All POS Merchant Returns	\$1.00	\$1.00	\$1.00	\$1.00
All International POS Merchant Returns	\$2.00	\$2.00	\$2.00	\$2.00
POS Decline	\$.35	\$.35	\$.35	\$.35
POS Decline International	\$2.00	\$2.00	\$2.00	\$2.00
Monthly Maintenance Fee	\$3.95	\$6.95	\$6.95	\$3.95
ATM Fee	n/a	\$1.75	\$1.75	\$1.75
International ATM Fee	n/a	\$3.50	\$3.50	\$3.50
ATM-Decline	n/a	\$.40	\$.40	\$.40
International ATM-Decline	n/a	\$.60	\$.60	\$.60
ATM/POS Balance Inquiry	\$.40	\$.40	\$.40	\$.40
International ATM/POS Balance Inquiry	\$.60	\$.60	\$.60	\$.60
IVR Balance Inquiry	\$.40	\$.40	\$.40	\$.40
Internet Balance Inquiry	FREE	FREE	FREE	FREE
PIN Change-Internet	n/a	FREE	FREE	FREE
PIN Change-IVR	n/a	\$1.50	\$1.50	\$1.50
PIN Change-Live Agent	n/a	\$3.00	\$3.00	\$3.00
Cash withdrawal at Bank Teller	\$3.50	\$3.50	\$3.50	\$3.50
Card to Card Transfer	n/a	\$4.95	\$4.95	\$4.95

Bill Pay (electronic/paper)	n/a	\$2.95	\$2.95	\$2.95
Bill Pay (with Pr1maCard - MasterCard®)	FREE	FREE	FREE	FREE
Replacement Card	\$8.50	\$8.50	\$8.50	\$8.50
Cancel Card/Check Refund	\$10.00	\$10.00	\$10.00	\$10.00
Live Agent Customer Service (1 st 3 minutes free per month, per minute fee thereafter)	\$1.00	\$1.00	\$1.00	\$1.00
Change Card Status (active, inactive, blocked, closed)	\$11.95	\$11.95	\$11.95	\$11.95
Statement (internet)	FREE	FREE	FREE	FREE
Statement (postal mail)	\$10.00	\$10.00	\$10.00	\$10.00
Dispute Research	\$20.00	\$20.00	\$20.00	\$20.00
Intl Conversion Charge	2%	2%	2%	2%

* Third party load fees may vary based on retail loading network.

8. Confidentiality. We may disclose information to third parties about your Card or the transactions you make:

- (1) Where it is necessary for completing transactions;
- (2) In order to verify the existence and condition of your Card for a third party, such as a merchant;
- (3) In order to comply with a government agency, court order, or other legal reporting requirements;
- (4) If you give us your written permission, or;
- (5) To our employees, auditors, affiliates, service providers, or attorneys as needed.

9. Our Liability for Failure to Complete Transactions. IN NO EVENT WILL WE BE LIABLE FOR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS), EXTRAORDINARY DAMAGES, SPECIAL OR PUNITIVE DAMAGES. In addition, we will not be liable for failure to complete transactions in the following circumstances:

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

10. Your Liability for Unauthorized Transfers. Notify us immediately, if you believe that your Card has been lost or stolen or that someone has learned your PIN or card number. Telephoning us toll-free at 1-800-TARJETAS (1-800-827-5382) is the best way of minimizing your possible losses. If you notify us within two (2) business days, you will not lose more than \$50.00 if someone used your card without your permission, if you do not notify us within two (2) business days after you learn of the loss or theft of your card you could lose as much as \$500.00. Also, if your statement shows transactions that you did not make, notify us immediately. If you do not notify us within 60 days after the statement was made available to you, you may not get back any money lost after the 60 days. If you tell us your Card has been lost or stolen, we will disable your Card to keep losses down. We reserve the right to investigate any claim you may make with respect to a lost or stolen Card, and you agree to cooperate with such investigation.

10-A. MasterCard® Zero Liability Policy. Under MasterCard Operating Regulations, your liability for unauthorized MasterCard transactions on your Card Account is \$0.00 if:

- 1) Your account is in good standing.*
- 2) You have exercised reasonable care in safeguarding your Card.*

- 3) You have not reported two or more unauthorized events in the past 12 months.*

The Zero Liability policy covers all MasterCard signature debit card transactions processed over the MasterCard network, online or off. ATM, and PIN POS transactions are not covered under the Zero Liability policy.

11. Other Terms. The Card and your obligations under this Agreement may not be assigned. We reserve the right to transfer our rights under this Agreement. Use of your Card is subject to all applicable rules and customs of any clearinghouse or other association involved in transactions. We do not waive our rights by delaying or failing to exercise them at anytime. If any provision of this Agreement shall be determined to be invalid or unenforceable under any rule, law, or regulation of any governmental agency, local, state, or federal, the validity or enforceability of any other provision of this Agreement shall not be affected. This Agreement will be governed by the law of the State of California except to the extent governed by federal law.

12. Amendment and Cancellation. We may amend or change the terms of this Agreement at any time. You will be notified of any change in the manner provided by applicable law prior to the effective date of the change. However, if the change is made for security purposes, we can implement such change without prior notice. We may cancel or suspend your Card or this Agreement at any time. If you wish to cancel this Agreement, you may obtain the value stored on the Card less any fees and other amounts due and owing by calling us at 1-800-TARJETAS or submitting a written request along with the card to the address below. Your termination of this Agreement will not affect any of our rights or your obligations arising under this Agreement prior to termination.

Pr1maCard Customer Service
P. O. Box 1123
Hewitt, NJ 07421

13. Error Resolution. In case of errors or questions about your Card transactions, call 1-800-TARJETAS or write to Pr1maCard Customer Service at the address listed above. If you think your statement or receipt is wrong or if you need more information about a transaction listed on the statement or receipt, contact Customer Service immediately. You must contact us no later than sixty (60) days after the electronic statement first becomes available on which the problem or error appeared.

- (1) Provide your name and Card number (if any);
- (2) Describe the error or the transaction you are unsure about and explain why you believe it is an error or why you need more information;
- (3) Provide the dollar amount of the suspected error. If you provide this information orally we may require that you send your complaint or question in writing within ten (10) business days. We will determine whether an error occurred within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your Card. For errors involving new Cards, point-of-sale, or foreign-initiated transactions, we may take up to ninety (90) days to investigate your complaint or question. We will tell you the results within three (3) business days after completing the investigation. If we decide that there was no error, we will send you a written explanation.

14. Privacy and Data Protection.

- (i) Information we Collect ("Cardholder Information") includes:
 - (a) Information about purchases made with the Card, such as date of purchase, amount and place of purchase; and
 - (b) Information you provide to us when you apply for a Card, or for replacement Cards or when you contact us with customer service issues, such as name, address, phone number.
- (ii) Information Security: Only those persons who need it to perform their job responsibilities are authorized to have access to Cardholder Information. In addition, we maintain physical, electronic and procedural security measures that comply with applicable federal regulations to safeguard Cardholder Information.
- (iii) Disclosure: We may use Cardholder Information to provide customer services, to process claims for lost or stolen Cards, to develop marketing programs, to help protect against fraud and to conduct research and analysis. In addition, it is often necessary for us to disclose Cardholder Information for the same purposes to companies that work with us. For example, we may provide certain Cardholder Information to companies that perform business operations or services, including marketing services, on our behalf. We may also provide certain Cardholder Information to others as permitted by law, such as government entities or other third parties in response to subpoenas.

15. Telephone Monitoring/Recording. We may monitor and/or record telephone calls between you and us to ensure the quality of our customer service or as required by applicable law.

16. No Warranty Regarding Goods and Services. We are not responsible for the quality, safety, legality, or any other aspect of any goods or services you purchase with your Card.

17. Arbitration

(a) Purpose: This Arbitration Provision sets forth the circumstances and procedures under which claims (as defined below) may be arbitrated instead of litigated in court.

(b) Definitions: As used in this Arbitration Provision, the term "Claim" means any claim, dispute or controversy between you and us arising from or relating to the Card or this Agreement as well as any related or prior agreement that you may have had with us or the relationships resulting from this Agreement, including the validity, enforceability or scope of this Arbitration Provision or the Agreements. "Claim" includes claims of every kind and nature, including but not limited to initial claims, counterclaims, cross-claims and third-party claims and claims based upon contract, tort, fraud and other intentional torts, statutes, regulations, common law and equity. The term "Claim" is to be given the broadest possible meaning that will be enforced and includes, by way of example and without limitation, any claim, dispute or controversy that arises from or relates to (i) your Card, or the Cards of any Additional Cardholders designated by you; (ii) the amount of Available Funds on the Cards; (iii) advertisements, promotions or oral or written statements related to the Cards, goods or services purchased with the Cards; (iv) the benefits and services related to the Cards; and (v) your enrollment for any Card. We shall not elect to use arbitration under the Arbitration Provision for any Claim that you properly file and pursue in a small claims court of your state or municipality so long as the Claim is individual and pending only in the court. As used in the Arbitration Provision, the terms "we" and "us" shall for all purposes mean the Bank, wholly or majority owned subsidiaries, affiliates, licensees, predecessors, successors, and assigns; and all of their agents, employees, directors and representatives. In addition, "we" or "us" shall include any third party using or providing any product, service or benefit in connection with any Cards (including, but not limited to merchants who accept the Card, third parties who use or provide services, debt collectors and all of their agents, employees, directors and representatives) if, and only if, such third party is named as a co-party with us (or files a Claim with or against us) in connection with a Claim asserted by you. As solely used in this Arbitration Provision, the terms "you" or "yours" shall mean all persons or entities approved by us to have and/or use a Card, including but not limited to all persons or entities contractually obligated under any of the Agreements and all Additional Cardholders.

(c) Initiation of Arbitration Proceeding/Selection of Administrator: Any Claim shall be resolved, upon the election by you or us, by arbitration pursuant to this Arbitration Provision and the code of procedures of the national arbitration organization to which the Claim is referred in effect at the time the Claim is filed. Claims shall be referred to either the National Arbitration Forum ("NAF"), Judicial Arbitration and Mediation Services ("JAMS"), or the American Arbitration Association ("AAA"), as selected by the party electing to use arbitration. If a selection by us of one of these organizations is unacceptable to you, you shall have the right within 30 days after you receive notice of our election to select either of the other organizations listed to serve as arbitrator administrator. For a copy of the procedures, to file a Claim or for other information about these organizations, contact them as follows: (i) the NAF at P.O. Box 50191, Minneapolis, MN 55404; (ii) JAMS at 1920 Main Street, Suite 300, Los Angeles, CA 92614; website at www.jamsadr.com; (iii) AAA at 335 Madison Avenue, New York, NY 10017; website at www.adr.org.

(d) Significance of Arbitration: IF ARBITRATION IS CHOSEN BY ANY PARTY WITH RESPECT TO A CLAIM, NEITHER YOU NOR WE WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM IN COURT OR HAVE A JURY TRIAL ON THAT CLAIM, OR TO ENGAGE IN DISCOVERY EXCEPT AS PROVIDED FOR IN THE CODE OF PROCEDURES OF THE NAF, JAMS, OR AAA, AS APPLICABLE (THE "CODE"). FURTHER, YOU WILL NOT HAVE THE RIGHT TO PARTICIPATE IN A REPRESENTATIVE CAPACITY OR AS A MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION. EXCEPT AS SET FORTH BELOW, THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING. NOTE THAT OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT ALSO MAY NOT BE AVAILABLE IN ARBITRATION.

(e) Restrictions on Arbitration: If either party elects to resolve a Claim by arbitration, that Claim shall be arbitrated on an individual basis. There shall be no right or authority for any Claims to be arbitrated on a class action basis or on bases involving Claims brought in a purported representative capacity on behalf of the general public, other Cardholders or other persons similarly situated. The arbitrator's authority to resolve Claims is limited to Claims between you and us alone, and the arbitrator's authority to make awards is limited to you and us alone. Furthermore, Claims brought by you against us or by us against you may not be joined or consolidated in arbitration with Claims brought by or against someone other than you, unless otherwise agreed to in writing by all parties.

(f) Location of Arbitration/Payment of Fees: Any arbitration hearing that you attend shall take place in the federal judicial district of your residence. At your written request, we will consider in good faith making a temporary advance of all or part of the filing administrative and/or hearing fees for any Claim you initiate as to which you or we seek arbitration. At the conclusion of the arbitration (or any appeal thereof), the arbitrator (or panel) will decide who will ultimately be responsible for paying the filing, administrative and/or hearing fees in connection with the arbitration (or appeal). If and to the extent you incur filing, administrative and/or hearing fees in arbitration, including for any appeal, exceeding the amount they would have been if the Claim had been brought in the state or federal court which is closest to your billing address and would have had jurisdiction over the Claim, we will reimburse you to that extent unless the arbitrator (or panel) determines that the fees were incurred without any substantial justification.

(g) Arbitration Procedures: This Arbitration Provision is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C. Sections 1-16, as it may be amended (the "FAA"). The arbitration shall be governed by the applicable Code, except that (to the extent enforceable under the FAA) this arbitration Provision shall control if it is inconsistent with the applicable Code. The arbitrator shall apply applicable substantive law consistent with the FAA and applicable statutes of limitations and shall honor claims of privilege recognized as law and, at the timely request of either party, shall provide a brief written explanation of the basis for the decision. In conducting the arbitration proceeding, the arbitrator shall not apply the Federal or any state rules of civil procedure or rules of evidence. Either party may submit a request to the arbitrator to expand the scope of discovery allowable under the applicable Code. The party submitting such a request must provide a copy to the other party, who may submit objections to the arbitrator with a copy of the objections provided to the requesting party, within fifteen (15) days of receiving the requesting party's notice. The granting or denial of such request will be at the sole discretion of the arbitrator who shall notify the parties of his/her decision within twenty (20) days of the objecting party's submission. The arbitrator shall take reasonable steps to preserve the privacy of individuals, and of business matters. Judgment upon the award rendered by the arbitrator may be entered in

any court having jurisdiction. The arbitrator's decision will be final and binding, except for any right of appeal provided by the FAA. However, any party can appeal that award to a three-arbitrator panel administered by the same arbitration organization, which shall consider anew any aspect of the initial award objected to by the appealing party. The appealing party shall have thirty (30) days from the date of entry of the written arbitration award to notify the arbitration organization that it is exercising the right of appeal. The appeal shall be filed with the arbitration organization in the form of a dated writing. The arbitration organization will then notify the other party that the award has been appealed. The arbitration organization will appoint a three-arbitrator panel which will conduct arbitration pursuant to its Code and issue its decision within one hundred and twenty (120) days of the date of the appellant's written notice. The decision of the panel shall be by majority vote and shall be final and binding.

(h) Continuation: This Arbitration Provision shall survive termination of your Card as well as voluntary payment of the debt in full by you, any legal proceeding by us to collect a debt owed by you, and any bankruptcy by you or us. If any portion of this Arbitration Provision is deemed invalid or unenforceable under any principle or provision of law or equity, consistent with the FAA, it shall not invalidate the remaining portions of this Arbitration Provision, the Agreement or any prior agreement you may have had with us, each of which shall be enforceable regardless of such invalidity.

1. Terms and Conditions for the Phone Service. These Phone Service Terms and Conditions (the "Phone Service Terms") govern your access to and use of the Card's Phone Service that is made available to you by Branded Marketing, LLC ("Branded Marketing") Accordingly, these Phone Service Terms supplement and are incorporated into your Cardholder Agreement. In connection with these Phone Service Terms, "we," "us," and "our" refer to Branded Marketing, and its successors, affiliates or assignees.

2. Use and Operation of Phone Service. During the term in which a Card is issued to you, the Phone Service may only be used in accordance with these Terms, and are granted no license to use or access any of our or our service provider's software, data, systems, or property. The Phone Service may be used to purchase prepaid blocks of calling time using general funds that you load onto your Card in accordance with the Cardholder Agreement and to make certain complimentary calls as set forth below.

(a) Purchases of Prepaid Calling Time. You may purchase prepaid blocks of calling time in various denominations using general funds that you load onto your Card. Current rates, fees, and charges for usage of purchased prepaid calling time is as set forth on the website at www.1800tarjetas.com, which may be updated from time to time. We reserve the right to impose a maximum amount of calling time that may be associated with your Card at any given time. All purchases of prepaid blocks of calling time are non-refundable, non-transferable, and non-exchangeable, and have no cash value or other surrender value.

(b) Complimentary Calling. You may be eligible to make certain complimentary calls, the precise number and length of which will depend upon a variety of factors including but not limited to the amount and frequency of funds loaded onto your Card, and the origination and destination locations for the complimentary call that you seek to make. We reserve the right to limit the frequency and length of complimentary calls in accordance with standard practices set forth on the website at www.1800tarjetas.com, which may be updated from time to time.

3. Privacy and Data Protection.

(i) Information we collect ("User Information") includes:

(a) Information about calls made with the Phone Service, such as the date and time and the origination and destination of the call; and

(b) Information you provide when you contact us with customer service issues, such as name, address, phone number.

(ii) Information Security: Only those persons who need it to perform their job responsibilities are authorized to have access to User Information. In addition, we maintain physical, electronic and procedural security measures that comply with applicable federal regulations to safeguard User Information.

(iii) Disclosure: We may use User Information to provide customer services; to develop marketing programs including but not limited to the delivery of targeted advertising messages in connection with the use of the Phone Service; to help protect against fraud; and to conduct research and analysis. In addition, it is often necessary for us to disclose User Information for the same purposes to companies that work with us and perform business operations or services, including marketing services, on our behalf. We may also provide certain User Information to others as permitted by law, such as government entities or other third parties in response to subpoenas.

4. Indemnity. You agree to defend, indemnify and hold us harmless from and against any third party claims, including any damages, costs, expenses and attorneys' fees arising out of your use of the Phone Service.

5. Usage Limitations, Obligations and Availability. The Phone Service constitutes our valuable property and trade secrets. You agree that you will not provide access to the Phone Service to any party other than yourself, and will take reasonable precautions to safeguard your password ("PIN") and keep it confidential. You agree to use the Phone Service only for lawful purposes. You are responsible for providing at your own expense all necessary telephone lines and equipment needed to access the Phone Service. The availability of the Phone Service may be subject to interruption and delay due to causes beyond our reasonable control.

6. Modifications to the Phone Service and these Phone Service Terms. We reserve the right to change or modify any aspects of the Phone Service and these Phone Service Terms, including rates, fees, and charges at our sole discretion from time to time, with or

without notice to you except as required by applicable law. If you do not agree to any amendments, your sole and exclusive remedy is to stop using the Phone Service, and your continued use of the Phone Service will constitute your agreement to the changes.

7. Authority to Debit Card. You authorize us to debit funds associated with your Card in order to pay for prepaid blocks of calling time that you purchase using the Phone Service. In order for us to charge your Card, you agree to maintain a balance that is sufficient to fund all such purchases that you initiate. All sales are final.

8. Rates, Fees, and Charges. Current rates, fees, and charges for usage of the Phone Service are as set forth on the website at www.1800tarjetas.com, which may be updated from time to time. Such amounts will be calculated and deducted automatically from any prepaid amounts of calling time purchased at the time of each call or other applicable transaction. We reserve the right to charge different rates and fees depending upon a variety of factors, including but not limited to whether a particular call is initiated from your home phone using one of our local access numbers, from a pay phone using our toll free number, or whether you are calling a landline or mobile telephone number. Any rate information provided is based upon usage in a single call.

9. Termination. We may terminate or discontinue the Phone Service at any time. The cancellation of your Card or the termination of the Phone Service shall not affect any fees or charges already due to us from you and you will not be entitled to any refund of amounts previously paid to purchase prepaid blocks of calling time or other compensation for unused calling time. You may terminate the Phone Service by canceling your Card in accordance with the terms of the Cardholder Agreement or notifying us in writing at:

Pr1maCard Customer Service
P. O. Box 1123
Hewitt, NJ 07421

10. Disclaimer of Warranty. YOU EXPRESSLY AGREE THAT USE OF THE PHONE SERVICE IS AT YOUR SOLE RISK, AND THE PHONE SERVICE IS PROVIDED "AS IS" WITH NO WARRANTIES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF AVAILABILITY, RELIABILITY, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

11. Limitation of Liability: IN NO EVENT WILL WE BE RESPONSIBLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE PHONE CARD SERVICE. OUR TOTAL, AGGREGATE LIABILITY TO YOU IS LIMITED TO THE AMOUNTS IF ANY PAID BY YOU TO US IN CONNECTION WITH THE EVENTS GIVING RISE TO YOUR CLAIM. WE DO NOT GUARANTEE CALL QUALITY OR CONNECTIVITY, AND WILL NOT BE RESPONSIBLE UNDER ANY CIRCUMSTANCES FOR REIMBURSEMENT OF LOST MINUTES OR REDUCTIONS IN COMPLIMENTARY CALLS OR PREPAID BLOCKS OF CALLING TIME PURCHASED. CONNECTION TO A WRONG NUMBER, ANSWERING MACHINE OR SERVICE SHALL BE TREATED NO DIFFERENTLY THAN ANY OTHER CALL. SERVICE OUTAGES OF ANY DURATION MAY OCCUR, AND IN SUCH CASE WE SHALL NOT BE LIABLE IN ANY WAY FOR SUCH OUTAGES NOR SHALL YOU HAVE ANY RIGHT TO ANY REFUND, CREDIT, COMPENSATION, OR DAMAGES. YOU ALONE ARE RESPONSIBLE FOR ALL USE REGARDLESS OF WHETHER AUTHORIZED OR UNAUTHORIZED.

12. Customer Service Assistance. In case of questions about the Phone Service, you may call 1-800-TARJETAS or write to Pr1maCard Customer Service at the address listed above.

13. Other Miscellaneous Provisions. Neither these Phone Service Terms nor any portion hereof shall be assigned or otherwise transferred by you without our prior written consent. If any provision of these Phone Terms and Conditions are found to be unenforceable, the validity and enforceability of the other provisions shall not be affected. Failure of any party to enforce any provision of these Phone Service Terms shall not be construed as a waiver of such provision or of the right to enforce such provision. These Phone Service Terms shall be governed by and construed in accordance with the laws of the State of New Jersey without regard to conflicts of laws provisions. Any disputes relating to these Phone Service Terms or arising out of the Phone Service shall be settled by arbitration before and in accordance with the rules of the American Arbitration Association at its offices in New Jersey, and will not be tried in court before a judge or jury or be made part of any class action. The Disclaimer of Warranty, Indemnity and the Other Miscellaneous Provisions sections of these Phone Service Terms shall survive the termination of the Phone Service.

14. Entire Phone - Service Terms. The Card Cardholder Agreement, these Phone Service Terms, and any terms or rules disclosed on the www.1800tarjetas.com website regarding use of the Phone Service constitute the entire understanding and agreement between you and us with respect to the Phone Service and supersede all other agreements or understandings.

PRIVACY DISCLOSURE



This Privacy Disclosure explains the privacy policies of Palm Desert National Bank and Branded Marketing, LLC with respect to the Card program, including the Phone Service.

We are committed to protecting our customers' privacy and security. This disclosure explains what information we collect about you, with whom we share it, and how you can direct us not to share certain information with certain parties.

DEFINITIONS.

We, our, and us, means PDNB and Branded Marketing, LLC, the marketer of the Card issued by PDNB.

The Card means **Pr1maCard™ Prepaid MasterCard®, Pr1macardElite™ Prepaid MasterCard®, Pr1macard Duo™ Prepaid MasterCard®, and Pr1macard Libre™ Prepaid MasterCard®.**

You and your means any consumers who apply as well as customers who purchase a Card issued by PDNB.

Nonpublic personal information means information about you that we collect in connection with providing a financial product or service to you. It does not include information that is available from public sources, such as telephone directories or government records. Hereafter we will use the term "information" to mean nonpublic personal information as defined by this section.

Affiliate, means a company which PDNB or Branded Marketing, LLC owns or controls; that owns or controls them, or a company that is owned or controlled by them. Ownership does not mean complete ownership, but means enough to have control.

Nonaffiliated third party, means a person not employed by PDNB or Branded Marketing, LLC or a company that is not an affiliate of PDNB or Branded Marketing, LLC.

Opt out, means a choice you can make to prevent certain sharing or use of information. We will explain how you can exercise this choice.

INFORMATION WE COLLECT AND DISCLOSE

We collect and may disclose the following information about you:

- Information you provide on applications or other forms, such as name, address, e-mail address, social security number, foreign identification, tax identification number, telephone number, and date of birth;
- Information about your transactions with us, our affiliates, or other parties, such as Card balance, payment history, parties to transactions, and card and calling usage; and
- Information we receive from a consumer reporting agency, such as verification of your identity and creditworthiness.

We may also collect and disclose information about how users use our Web site, for example, by tracking unique views received by pages of the Web site or the domains from which users originate. This information is not personally identifiable. We may also use "cookies" to track returning users to our Web site. A cookie is a piece of software that a Web server can store on the users' PC and use to identify the users should they visit the Web site again. Information collected may be associated with nonpublic personal information users provide us through our Web site.

INFORMATION WE SHARE WITH SERVICE PROVIDERS OR JOINT MARKETERS. We may disclose all of the information we collect, as described above, to companies (including affiliates) that perform services on our behalf, including those who assist us in preparing and mailing statements and responding to customer inquiries. We may provide that information, except for information from consumer reporting agencies, to others who perform marketing services for us and to financial institutions that are not our affiliates with whom we jointly offer financial products or services. You do not have the right to opt out of the disclosure of this information.

INFORMATION WE SHARE WITH AFFILIATES. Our affiliates include nonfinancial companies, and may include financial service providers, such as insurance companies or loan originators and/or brokers. In addition to the information we share with affiliates that provide services to us, we may share information described above among affiliates in order to provide you with information about additional products and services. You have the choice to opt out from our sharing of certain information with affiliates.

INFORMATION WE SHARE WITH NONAFFILIATED THIRD PARTIES. We may disclose information to third parties who do not belong to our corporate family. These nonaffiliated third parties may include financial services providers, such as mortgage, loan, and insurance companies; nonfinancial companies, such as direct marketers, retailers, advertisers, and publishers; and others, such as nonprofit organizations. You have the choice to opt out from our sharing of certain information with these types of third parties. In addition, we generally will not disclose information to nonaffiliated third parties as long as your billing address is in California or Vermont except as permitted by law.

YOUR RIGHT TO OPT-OUT OF DISCLOSURES TO THIRD PARTIES. If you prefer that we not share nonpublic personal information about you with third parties, you may opt-out of those disclosures at any time by directing us not to make those

disclosures (other than disclosures permitted or required by law). You may opt-out by calling Pr1maCard Customer Service at 1-800-TARJETAS or by writing to us at:

Pr1maCard Customer Service
P. O. Box 1123
Hewitt, NJ 07421

INFORMATION SECURITY. We restrict access to nonpublic personal information about you to our employees who have a need to know such information (e.g., to process your transactions). We train our employees on the importance of customer privacy and confidentiality. We also maintain physical, electronic, and procedural safeguards that comply with federal standards to guard the nonpublic personal information of our customers.

INFORMATION ABOUT FORMER CUSTOMERS. The privacy policies and practices described in this Privacy Disclosure also apply to our former customers.

PRIVACY PRACTICES OF THIRD PARTIES. Our website may feature links to third-party sites that offer goods, services, or information. We are not responsible for content or privacy policies or practices of any advertisers or linked sites of any third parties. We encourage you to review their privacy policy before providing them with any personally identifiable information. Third party sites may collect and use information about you in a way that is different from this policy.

ACCESS OR CORRECT YOUR INFORMATION. You can access most of your nonpublic personal information that we collect online and maintain at www.1800tarjetas.com. You can correct factual errors in your nonpublic personal information by contacting us at the number or address listed above.

CHANGES TO THIS PRIVACY DISCLOSURE. We may change our Privacy Disclosure from time to time. We will provide current customers with a revised disclosure that describes the new practices should we broaden our information sharing practice about you.

SPECIAL NOTICE FOR CALIFORNIA RESIDENTS. In order to comply with California law, if your Card has a California address we will not disclose information that we have about you with non-financial companies outside of our family of companies, unless otherwise permitted by law.

SPECIAL NOTICE FOR VERMONT RESIDENTS. In order to comply with Vermont law, if your Card has a Vermont address we will not disclose nonpublic personal financial information about you to nonaffiliated third parties, other than permitted by law, unless you authorize us to make that disclosure. Your authorization must be in writing or, if you agree, in electronic form. If we disclose information about you to nonaffiliated third parties with whom we have joint marketing agreements, we will only share information about your name, contact information, and our own transactions and experiences with you.

QUESTIONS: If you have any questions regarding this Privacy Disclosure, you can contact us at **1-800-TARJETAS**, email us at: info@1800tarjetas.com, or write us via postal mail at:

Pr1maCard Customer Service
P. O. Box 1123
Hewitt, NJ 07421