



# Account Rules and Regulations

A Complete Guide to Your  
Skylight Accounts and  
Protection Services

**skylight financial**

## CARDHOLDER AGREEMENT

# Terms and Conditions for the Use of Your Skylight ONE Prepaid Payroll Card

(Effective 05/23/2011)

The Skylight ONE Prepaid Payroll Card is a consumer-purpose Prepaid Card issued by Elan Financial Services, Inc. for Skylight Financial, Inc. Your Prepaid Payroll Card, which may or may not feature a Visa® logo, accesses a special Prepaid Account that has been opened on your behalf by Skylight Financial, Inc. You are authorized to use the Prepaid Payroll Card to access the funds in such Prepaid Account, subject to the terms of this Agreement. The Prepaid Payroll Card cannot be used to access any other checking or savings account, and it is not a credit Card. References within this document to the functionality of a "Prepaid Visa" do not apply to Cards without the Visa logo.

**Please read this Agreement carefully and keep it for future reference.**

In this Agreement, "Prepaid Payroll Card" or "Card" either mean the Prepaid Payroll Card issued by Elan Financial Services or the Visa Prepaid Payroll Card issued by Elan Financial Services under license from Visa U.S.A., Inc. ("Visa"), both in connection with Skylight Financial's Prepaid Payroll Card Program (the "Program"). "You" and "your" mean the person to whom a Prepaid Payroll Card is issued in connection with the Program. "Skylight", "us", "we" and "our" mean Skylight Financial, Inc., the company that sponsors the Prepaid Payroll Card Program, in connection with Your Company. "Elan Financial Services" means Elan Financial Services, Inc. which issues the Prepaid Payroll Card. "Your Company" means the company that has funded the Prepaid Account that enables you to access your Prepaid Payroll Account balance.

You will be deemed to have accepted your Card and to have agreed to the terms and conditions of this Cardholder Agreement (the "Agreement") if you do any of the following: **(a)** request and receive the Card; **(b)** sign the back of the Card; **(c)** activate the Card; or **(d)** use the Card.

You must sign the signature panel on the back of activate the card. Whether you sign the Card or not does not limit your responsibility for transactions as defined in these Terms and Conditions.

The Card is offered to you through Your Company. Your Company is not the issuer of the Card, and is not responsible for your Card or for your use of the Card. Skylight, in its sole discretion, may refuse to issue the Card to anyone for any lawful reason.

**1. General Information:** You acknowledge and agree that you do not have a deposit, checking or other account with Skylight Financial or Elan Financial Services. However, for reference purposes only, your current available Prepaid balance may be referred to herein as the Prepaid Payroll Account. The funds stored on the Card are FDIC Insured. However, you will not be paid interest or any other earnings on the funds allocated to your Card.

The Card allows electronic access to the balance on your Card; it is not a credit Card. You can use your Card as set forth in Section 3 below. You acknowledge and agree that the amount available to you through use of your Card is limited to the amount of your funds credited to your Card from Your Company and/or funds received from you (if we permit you to add funds to your Card). This amount is recorded on our records as a transaction. You are not authorized to use the Card for a transaction that exceeds the balance remaining in the Prepaid Account.

Skylight Financial, on behalf of you or Your Company, may cause funds to be allocated to your Card balance and be available for use by you to make Card transactions.

**2. Authorized Users:** You may allow authorized users to access your Prepaid Payroll Account balance. If you do, you are liable for any transactions made by you or a person you authorize or permit to use your Card and/or PIN. If you permit someone else to use your Card, you will be deemed to have authorized such use and you will be liable unless you notify us that transfers by that person are no longer authorized.

**3. Using Your Card:** Subject to both Elan Financial Services' satisfaction of its obligations as a Visa Member and the type of Prepaid Payroll Program you have, you may use your Card as follows:

- (1)** You may use your Card only after activation. The Card and Personal Identification Number (PIN) are provided for your use and protection. You agree that you will: **(a)** Not disclose the PIN nor record it on the Card or otherwise make it available to any unauthorized person(s); **(b)** Use the Card, the PIN and any terminal as instructed; **(c)** Promptly notify us of any loss or theft of the Card or PIN.
- (2)** Using your Card and selected PIN, you may withdraw cash from ATMs bearing the logos featured on your Card. You may also use your Card to purchase goods and services at Interlink merchants, which are predominantly located in the United States. Some Interlink merchants may allow you to use your Card for cash-back on purchases. You may change your PIN, check your balance and

transaction activity and initiate other customer service requests by calling the toll-free Cardholder Services number indicated on the back of your Card or provided to you on your card carrier. You may also use your Card to access funds anywhere debit card transactions are accepted, such as domestic and international automatic teller machines (ATM), purchases at participating retail merchants that accept debit cards for point-of-sale (POS), and pre-authorized direct payments (ACH Debits). Some of these services may not be available at all terminals.

(3) In addition, Visa Cards may be used anywhere Visa debit cards are accepted. Other funds disbursement methods for Visa Cardholders include Signature-based purchases, over-the-counter cash advances, mail order/telephone order (MOTO), and Internet purchases.

**4. Limitations:** Limitation on the Dollar Amount of Transfers: You may use your Card to withdraw up to \$1,000.00 each calendar day at any participating ATM or POS terminal. Some ATM owners may have limits lower than this amount to be dispensed at one time from their machine. The withdrawal limit starts at 3:31 P.M. Eastern Time each calendar day and ends at 3:30 P.M. Eastern Time the next calendar day. Transactions will be charged at the rate described in your Fee Schedule printed on your card carrier. Some ATM owners impose an additional transaction fee unrelated to our fees and charges. These charges will be assessed to your Card. Limitation on the Frequency of Transfers: For security reasons, there may be limits on the number of transfers you can make using ATMs and POS terminals on any business day. Other Limitations: You may be denied the use of the Card if you (a) exceed the daily withdrawal limit, (b) do not have adequate funds on your Card, or (c) do not enter the correct Personal Identification Number (PIN). The receipt provided by the ATM or POS Terminal will notify you of the denial. There is a limit on the number of such denials permitted. Excessive attempts to exceed the number or dollar limits may result in capture of your Card.

**5. Funding Your Card:** This Card has been issued to receive electronic deposits such as Payroll Direct Deposits. You may also load additional funds to your account by visiting any Participating Location or a Visa ReadyLink<sup>®</sup> Merchant location nationwide. Aside from these deposits, only MoneyGram<sup>®</sup> ExpressPayments<sup>®</sup> (Limited to \$1,000.00 per transaction and a maximum of \$1,000.00 per week, Monday through Sunday. Prices subject to change at anytime) will be accepted for funding the card balance.

Please note that if you reload your Card at other locations we may charge a fee and those businesses may also charge a fee for the services they provide. Please refer to the Fee Schedule on your card carrier for the fees we charge. Excluding direct deposits from your employer, the maximum amount that may be loaded to your Card in a single reload is \$5,000 per day. The maximum balance you may have on your Card at any time when aggregated with any other Cards you have authorized is restricted to \$10,000.

**6. Transactions in Excess of Balance:** Each time you use your Card, the amount of the transaction will be debited from your Card balance. You are not allowed to exceed your funded Card balance, by any individual or series of purchases. Nevertheless, if, through unusual circumstances this occurs, you agree to be responsible for payment in full of any overdraft and to forward such payment to us immediately. You grant us the right to automatically debit such overdrafts from current or future additions to your Card. You also agree to pay overdraft charges in effect from time to time for each transaction that causes your available Card balance to fall below zero. If your transaction at a merchant will exceed the balance on your Card, you must tell the merchant before completing the transaction. If the merchant allows you to complete the transaction, the merchant will require payment of the excess through another means acceptable to the merchant.

In addition to our other rights under this Agreement, you: (a) agree that we may request that Your Company pay us for your overdraft; (b) authorize Your Company to withhold the amount of the overdraft from future compensation; (c) consent to our disclosure to Your Company of the amount and circumstances of any such overdraft; (d) Consent to our disclosure to Your Company and to any other persons of the termination of your Card and of this Agreement.

#### 7. Pre-authorized Payments:

(1) Right to stop payment and procedure for doing so. If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here's how: Call us at 800-686-3363, or write us at Skylight, PO Box 467428 Atlanta, GA 31146-7428, in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we will also require you to put your request in writing and get it to us within 14 days after your call. You must tell us the exact amount of the payment you have stopped, as well as other identifying information which we will request. If we require written confirmation and do not receive it, we may remove the stop payment order after 14 days. You may also request stop payment of an ACH debit through our online banking. Any stop payment request received in writing, including online requests, will remain in effect permanently or until you notify us that the payment should resume. We will charge you for each stop-payment request. (See Skylight Product Fee Schedule).

(2) Notice of varying amounts. If these regular payments may vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. (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.)

(3) Liability for Failure to Stop Payment of Pre-authorized Transfer. If you order us to stop one of these payments 3 business days or more before the transfer is scheduled (for single Internet or telephone entries you must request the stop payment in time to allow us a reasonable opportunity to act upon the stop payment order prior to receiving the debit entry) and we fail to do so, we will be liable for your losses or damages.

**8. Returns and Refunds:** If you are entitled to a refund for any reason for goods or services obtained with a Card, you agree to accept credits to your Card in place of cash. You agree to settle all disputes about purchases you make using the Card with the merchant who honored the Card.

## 9. Documentation:

- a. **Terminal transfers** - You can get a receipt at the time you make any transfer to or from your account using an automated teller machine (ATM) or point of sale (POS) terminal.
- b. **Pre-authorized credits** - If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, the person or company will tell you every time they send us the money or you can call 1-800-279-5066 to find out whether or not the deposit has been made.
- c. **Periodic statements** - Your statement in electronic format will be made available free of charge at [www.skylight.net](http://www.skylight.net) during each month in which a transaction occurs. You may obtain information about the amount of money you have remaining in your Card account by calling 1-800-279-5066. Your balance, along with at least a 60-day history of account transactions, is also available online at [www.skylight.net](http://www.skylight.net). You have the right to obtain at least a 60-day written history of account transactions by calling 1-800-279-5066, or by writing us at P.O. Box 467428, Atlanta, GA 30346-7428. There may be a fee for the request and delivery of a paper statement.

**10. Schedule of Fees:** You agree that the fees and charges provided to you in your Fee Schedule on your card carrier apply to your Card and your usage and you authorize Skylight Financial to deduct the applicable amount from your Card balance. You understand that parties other than Skylight Financial and Elan Financial Services, including third-party ATM operators, may apply other fees for use of the Card. You understand and agree that we may change, add or delete any fees and charges, from time to time, in accordance with Section 18 of this Agreement and any applicable laws or regulations.

**11. Foreign Currency Transactions:** If you obtain your funds or make a purchase in a currency other than the U.S. dollars, Visa will convert the transaction into U.S. dollars. Visa will establish a currency conversion rate for this convenience using 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, each instance. We charge a fee equivalent to a percentage of the dollar amount of each transaction that you make in country other than the United States, whether or not the currency was in foreign currency. Please refer to the Skylight Product Fee Schedule provided in your new card package for additional details.

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

- (1) If, through no fault of ours, you do not have enough money on your Card to make the transfer.
- (2) If the automated teller machine where you are making the transfer does not have enough cash.
- (3) If the terminal was not working properly and you knew about the breakdown when you started the transfer.
- (4) If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- (5) Online Banking transfer failures caused by the equipment, software, Skylight or by Internet browser providers such as Netscape (Netscape Navigator browser) and Microsoft (Microsoft Explorer browser) or Internet access providers or by On-line service providers or by an agent or subcontractor of any of the foregoing. Nor shall the service providers or we be responsible for any direct or indirect, special or consequential, economic or other damages arising in any way out of the installation, use or maintenance of the equipment, software, the Online Financial Services, or Internet browser or access software.

In addition, we will not be liable to you for funding delays or failures that are:

- (1) The result of late or failed receipt of funding payments from Your Company due to issues with the creditworthiness of Your Company.
- (2) Due to an inability to authenticate funding instructions from Your Company or you.
- (3) Due to issues in validating that funds have been sent from a legitimate source.
- (4) Due to the fact that we have not received final settlement on funds provided by Your Company.
- (5) Due to the fact that Elan Financial Services has not complied with its obligations as a VISA member.

If we credit funds to your Card in error, you are not entitled to such funds and you authorize us to initiate debits to your Card for the amount of the funds previously credited to your Card in error. In addition, if we credit funds to your Card in error on behalf of Your Company, you authorize Your Company to initiate debits to your Card for the amount of such funds credited to your Card in error, except as may be prohibited by law or agreements to which we or Your Company are a party.

We will not be liable to you if you do not have an available balance on your Card sufficient to complete a particular transaction. You may, however, be able to split your purchases between the Card and another credit or debit card or cash. If you are uncertain as to your exact available balance, please call Cardholder Services to verify your balance prior to attempting to make a purchase or withdrawal.

### **SAVE THE RECEIPTS YOU ARE GIVEN WHEN YOU USE YOUR CARD.**

**13. Your Liability for Unauthorized Transactions:** Tell us AT ONCE if you believe your Card or PIN has been lost or stolen. Telephoning toll-free at 800-279-5066 is the best way of keeping your possible losses down. You could lose all the money on your Card. If you tell us within 2 business days you can lose no

more than \$50 if someone used your Card without your permission. If you do NOT tell us within two business days after you learn of the loss or theft of your Card and we can prove we could have stopped someone from using your Card without your permission if you had told us, you could lose as much as \$500. Also, if your statement shows transfers that you did not make, including those made by card, code or other means, tell us at once. If you do not tell us within 60 days after the statement was made available to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods. You will not be liable for unauthorized use that occurs after you notify us of the loss, theft or unauthorized use of your Card(s).

**14. Contact in Event of Unauthorized Transfer:** If you believe your card or PIN has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, contact us immediately:

Phone: 800-279-5066

Mail: P.O. Box 467428, Atlanta, GA 31146-7428

E-mail: [contact@skylight.net](mailto:contact@skylight.net).

**Business Days/Hours:** Monday through Friday 8:30AM – 5:30PM (Eastern Time) Holidays are not included. You may also contact the Customer Care Center for automated service twenty-four hours a day, seven days a week, 365 days a year (Sunday through Saturday from 12:00 AM – 11:59 PM) Eastern Time.

**Error Resolution Notice:** We must allow you to report an error until 60 days after the earlier of the date you electronically access your account, if the error could be viewed in your electronic history, or the date we sent the FIRST written history on which the error appeared. You may request a written history of your transactions at any time by contacting us at the information provided above. You will need to tell us:

- (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 us orally, we will require that you send us your complaint or question in writing within 10 business days. We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit you 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 give you provisional credit. For errors involving new Cards, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new Card, we may take up to 20 business days to credit you 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.

**15. Visa's Zero Liability Program:** Visa Cardholders, have complete liability protection for all Card transactions that take place on Visa's Network. Should someone steal your Card number while shopping, online or off, you pay nothing for the fraudulent activity. If fraudulent activity is noticed on your Card, you must promptly report it. The Zero Liability policy covers all of your Card transactions processed over the Visa network. ATM and non-Visa-branded PIN transactions are not covered under the Zero Liability policy. Under this program, we will extend a provisional credit for your losses from unauthorized use of your Visa Card within five business days of notification of the loss.

#### **16. Arbitration of Disputes:**

**Arbitration Rules:** If you or we elect to arbitrate a dispute concerning your Card, the dispute will be decided by arbitration under the Commercial Arbitration Rules of the American Arbitration Association. If this arbitrator or these arbitration rules are not available, then we will use a comparable substitute arbitration procedure and/or arbitration organization that does business on a nationwide basis. Any arbitration hearing that you attend will be in the federal judicial district where you reside.

**Arbitration Process:** Arbitration involves the review and resolution of the dispute by a neutral party. The arbitrator's decision will generally be final and binding. At your request, for claims relating to consumer Cards, we will advance the filing and hearing fees for any claim you file against us; the arbitrator will decide whether we, or you, will ultimately pay those fees. Arbitration can only decide our or your dispute and cannot consolidate or join claims of other persons who may have similar claims. There will be no authority or right for any disputes to be arbitrated on a class action basis.

**Effects of Arbitration:** If either of us chooses arbitration, neither of us will have the right to litigate the dispute in court or have a jury trial. In addition, you will not have the right to participate as a representative or member of any class of claimants pertaining to any dispute subject to arbitration.

**YOU WILL NOT HAVE THE RIGHT TO PARTICIPATE AS A MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION, AND THE ARBITRATOR SHALL HAVE NO AUTHORITY TO ARBITRATE ANY CLAIMS ON A CLASS ACTION BASIS. AN ARBITRATION CAN ONLY DECIDE OUR OR YOUR CLAIM AND MAY NOT CONSOLIDATE OR JOIN THE CLAIMS OF OTHER PERSONS WHO MAY HAVE SIMILAR CLAIMS. IF ANY PROVISION OF THIS SECTION IS RULED INVALID OR UNENFORCEABLE, THIS SECTION SHALL BE RENDERED NULL AND VOID IN ITS ENTIRETY.**

**17. Other Terms:** Your Card and your obligations under this Agreement may not be assigned. We may transfer our rights under this Agreement. Use of your Card is subject to all applicable rules and customs of any clearinghouse or other association involved in transactions. We do 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 by any rule, law or regulation of any government agency, local, state, or federal, the validity or enforceability of any other provision of this Agreement shall not be affected.

**18. Amendment and Cancellation:** We may amend, change or cancel 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 and 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.

**19. Confidentiality:** We will disclose information to third parties about your account or the transfers you make: **(a)** where it is necessary for completing transfers, **(b)** in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant, in accordance with your written permission, **(c)** in order to comply with government agency or court orders, including subpoenas, regulatory examinations and escheat or custodial reports, **(d)** in order to permit outside auditors to confirm the existence and/or accuracy of your Account information, **(e)** for other reasonable business purposes or **(f)** if you give us your written permission.

**20. Inquiries/Telephone Monitoring/Recording:** We may make any inquiries that we consider appropriate to help us determine whether we should open, maintain or close your Card. This may include verification of identity using public databases or other reports from account information services and credit reporting agencies. From time to time we may monitor and/or record telephone calls between you and us to assure the quality of our customer service or as required by applicable law.

**21. Skylight Privacy Policy:** Skylight Financial, Inc. and Elan Financial Services' Privacy Policy sets forth Skylight's Privacy Policy and describes the practices that Skylight Financial, Inc. and Elan Financial Services, Inc. will follow with respect to certain nonpublic personal information collected from users of the Card. Elan Financial Services is the issuer of the Visa and Non-Visa Cards under the Cardholder Agreement between you and Your Company. Neither Skylight Financial nor Elan Financial Services is affiliated with Your Company. Please contact Your Company directly if you would like a copy of Your Company's privacy policy. Skylight Financial provided you with a copy of the privacy policy when the Card is issued to you. And you will receive a new copy at least once a year thereafter. You should review this privacy policy and retain a copy of it for your records.



