

# KING CARD EXPRESS PREPAID MASTERCARD

## Cardholder Agreement

### KING CARD EXPRESS PREPAID MASTERCARD CARD CARDHOLDER AGREEMENT

This is a stored value card agreement.

This stored value card cardholder agreement together with the Issuer's privacy policy statement (collectively, this "Agreement") is the contract between you and the Issuer for your King Card Express Prepaid MasterCard Card ("the Card"). **Please read this Agreement carefully and retain it for your records.**

**STORED VALUE CARD. THE King Card Express Prepaid MasterCard IS A PRE-PAID CREDIT CARD THAT CAN BE USED ANYWHERE A MasterCard CARD IS ACCEPTED, SUBJECT TO THE TERMS OF THIS AGREEMENT. INTEREST, DIVIDENDS OR OTHER EARNINGS OR RETURNS WILL NOT BE PAID TO YOU FOR ANY VALUE LOADED ON THE CARD. THERE IS NO CREDIT LINE, OVERDRAFT PROTECTION, OR DEPOSIT ACCOUNT ASSOCIATED WITH THE CARD. VALUE IS NOT STORED ON THE CARD ITSELF; INSTEAD, IT IS STORED ON THE ISSUER'S COMPUTER SYSTEM.**

By activating your Card or by retaining, using or authorizing the use of the Card, (i) you represent and warrant that you are at least Sixteen (16) years of age (ii) you represent and warrant that all of the personally identifiable information provided by you is true, correct and complete, (iii) you accept the Card, and (iv) you agree that you have read and understood this Agreement and that you will be bound by and will comply with all of its terms and conditions.

In this Agreement, the words "you" and "your" each mean the Cardholder. "The Issuer" means Hallmark Trust Ltd., a licensed trust company and located in the Turks & Caicos Islands B.W.I., which will issue the Card. "Cardholder" means an individual who activated a King Card Express Prepaid MasterCard and is at least Sixteen (16) years of age. "MasterCard" means MasterCard Worldwide Inc., and its successors and assigns. "We," "us," and "our" each means the Issuer, or anyone we assign our rights to.

**Activation of Card.** Prior to activating your Card you must load the Card in accordance with the instructions included with this Agreement or available on our website [www.kingcardexpress.com](http://www.kingcardexpress.com). Once the Card is activated you may reload it in accordance with the terms of this Agreement by following the procedures accompanying this Agreement or available on our website. Your use of the Card will be subject to the terms and conditions of this Agreement and any subsequent amendment.

**Issuance of King Card Express Prepaid MasterCard.** After activating your King Card Express Prepaid MasterCard, a Personal Identification Number ("PIN") will be issued to you in accordance with the terms and conditions of this Agreement. When calling Customer Service, Cardholders will submit certain personally identifiable information. We are committed to respecting your wishes regarding privacy of your personally identifiable information. Please see our privacy policy in this Agreement for further information.

**Reloading Value to the Card.** Additional value may be reloaded or added to your Card subject to the limitations provided herein. Reloading of additional value to the Card may be delayed until we have actually received transferred value. During such delay, the amount transferred will not be available to the Cardholder. We reserve the right to accept or reject any request to add additional value to the Card, at our sole discretion. Load fees will apply to all payments whereby value is added to the Card.

**Limitations on Value.** The minimum initial amount of value that can be loaded to the Card is US

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\$100.00. The monthly fee as set out in the Schedule of Fees will be deducted from the initial value loaded to the Card. The Issuer, in its sole discretion, may limit the amount that can be loaded to the Card or as required by law from time to time upon notice to you.

**Using the King Card Express Prepaid MasterCard.** After the Card is issued, you may use it to purchase goods and services anywhere MasterCard is accepted and to access cash at ATMs or financial institutions displaying the MasterCard name and/or logo subject to the terms of this agreement. Each time you use the Card to purchase goods or services, you authorize the Issuer to debit the Card. The Card is non-transferable and may be used only by the Cardholder or an authorized user. Furthermore, you agree that you shall:

- (a) ) not use the Card to purchase illegal goods or services;
- (b) promptly notify us of any loss or theft of the Card; and
- (c) use the Card only as instructed.

If the Card is used other than as permitted by this Agreement, to the extent permitted by law, the Issuer may, at its option and without waiving any of its rights, recognize the transactions and debit or credit the Card accordingly.

**Liability for Overdrafts.** You must have sufficient value available on the Card to pay for each transaction. You may not make ATM withdrawals or obtain cash advances in excess of 3 transactions per day. If a merchant attempts to process a transaction for more than the amount available, the transaction will be declined. Nonetheless, if, for any reason, a transaction is processed for more than the value on the Card, you are liable for that entire amount and agree to pay any overdraft immediately on demand. We reserve the right to automatically debit such overdrafts from any available funds present now or in the future in this account or any other account(s) you have on file at the Issuer.

**Refunds.** Any refund for goods or services purchased with the Card may only be made in the form of a credit to the Card. You are not entitled to receive the refund in cash.

**Disputed Transactions.** The Issuer is not responsible for the delivery, quality, safety, legality or any other aspect of goods and services purchased by you from merchants with the Card. All disputes involving the same should be addressed to the merchants from whom the relevant goods and services were purchased.

**Cancellation; Suspension of Use.** The Issuer, in its sole and absolute discretion, may limit your use of the Card. The Issuer may refuse to issue a Card or may revoke the Card privileges with or without cause or notice, other than any required by applicable law. The Card at all times remains the property of the Issuer and may be repossessed by the Issuer at any time. If you would like to cancel use of the Card, call +1 (786) 275-3782 or +1 (855) 587-3909 or email [info@kingcardexpress.com](mailto:info@kingcardexpress.com). We may also suspend use of the Card at any time and for any reason. If we decide to cancel or suspend use of the Card, we will attempt to notify you by phone or electronic mail. Upon cancellation of the Card privileges, use of the Card must be immediately discontinued. You agree not to use or attempt to use an expired, revoked or otherwise invalid Card. The Issuer's cancellation of Card privileges will not affect your rights and obligations pursuant to this Agreement. If we cancel or suspend your Card privileges through no fault of yours, you will be entitled to a refund of any remaining balance as provided in this Agreement.

**Card Expiration.** You may use the Card only through the expiration date. Without limiting the generality of the foregoing, if you attempt to use the Card after the expiration date, transactions will not be processed.

**Settlement Upon Expiration or Cancellation.** If there is a balance remaining on the Card upon expiration, the balance will be transferred to a new Card if we choose to issue one to you. If we

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choose not to issue a new Card to you or if we cancel your Card privileges for any reason we will attempt to refund to you the balance remaining on the Card minus all amounts owed in connection therewith (including all fees and charges described in this Agreement and the amount of any overdraft) upon expiration of six (6) months from the date of cancellation. A check made payable to you will be mailed to your most recent postal address as indicated in our books and records.

**Business Days.** Our business days are Monday through Friday, excluding legal holidays in the United States of America. Our hours of operation are 9:00 am to 5.00 pm Eastern Standard Time.

**Credit Inquiries.** You authorize King Card Express and the Issuer to make or have made any credit, employment and investigative inquiries as the Issuer deems appropriate in connection with the activation, issuance, loading, reloading or review of the Card, whether for fraud, misuse or otherwise.

**Change of Terms.** Subject to the limitations of applicable law, we may at any time change or remove any of the terms and conditions of or add new terms or conditions to this Agreement. We will send notice of any such change to you by electronic mail to the address listed on the Issuer's records. Alternatively we will post a notice of any change on our website. As of the effective date included in any notice, the changed or new terms will apply to the Card, including, without limitation, all future transactions made using the Card. Notwithstanding the foregoing, advance notice of any change may not be given if it is necessary to make any such change immediately in order to maintain or restore the security of the Card or any related payment system. If any such change becomes permanent and disclosure to you of the change would not jeopardize the security of the Card or any related payment system, notice will be provided to you within thirty (30) days of making the change. In particular the Issuer may impose limits on the amount that can be loaded or re-loaded to the Card.

**Fees and Charges.** We will charge you the fees and charges set forth on the Schedule of Fees and Charges attached hereto and incorporated herein by reference. All fees and charges will be deducted automatically from the Card account balance at the time the fee or charge is incurred.

**Unclaimed Property.** If we have no record of transactions on the Card for six (6) months the Card will be considered dormant. If this occurs, we will attempt to locate you at the address shown in our records. If we are unable to locate you, any value remaining on the Card will be assessed as an account closing fee. We may deduct a Card Inactivity Fee, described in the "Schedule of Fees and Charges."

**Card Information.** The current available balance on your Card and descriptions of debits and credits thereto will be available to you as soon as practicable after the settlement of each transaction. To obtain information visit our website: [www.kingcardexpress.com](http://www.kingcardexpress.com).

**Periodic Statements.** Electronic periodic statements of Card transactions will be made available monthly at the [www.kingcardexpress.com](http://www.kingcardexpress.com) website, unless there are no transactions in a particular month. You agree that these are reasonable procedures for sending and receiving periodic statements.

**Examination of Periodic Statements.** You agree to inspect your periodic statements and to notify King Card Express LLC of any erroneous, improper or unauthorized transactions on the Card. If your periodic statement indicates a transaction that you did not make, notify King Card Express LLC immediately, by calling the telephone number or writing to the address shown in the "Contact Information" section of this Agreement. See the section entitled "Your Liability for Unauthorized Transfers" for additional information concerning your liability for unauthorized transfers.

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**Contact Information.** If you have questions regarding the Card, you may call King Card Express, LLC at +1 (786) 275-3782 or +1 (855) 587-3909 or email [info@kingcardexpress.com](mailto:info@kingcardexpress.com) or contact us by email at: [info@kingcardexpress.com](mailto:info@kingcardexpress.com).

**Legal Costs.** If the Issuer takes legal proceedings against you because of a default in the terms of this Agreement, you must pay reasonable attorneys' fees and other costs of the proceedings. Your responsibility for fees and costs shall in no event exceed the maximum amount allowed by law.

**Waiver.** To the extent permitted by law, you waive and release King Card Express LLC and Hallmark Trust Ltd. from all defenses, rights and claims you have or may have against King Card Express and Hallmark Trust Ltd. arising from or relating to any use of the Card.

### Delay of

### Rights. The

Issuer can waive or delay enforcement of any of its rights under this Agreement without losing them.

**Foreign Exchange/Currency Conversion.** If you use the Card for transactions in a currency other than U.S. Dollars, the transactions will be converted by MasterCard to U.S. Dollars, generally using either (i) government-mandated rate or (ii) wholesale market rate in effect the day before the transaction is processed (the "processing date"). The currency conversion rate on the day before the processing date may differ from the rate in effect at the time of the transaction or on the date the transaction is posted to the Card. You agree to accept the converted amount in U.S. Dollars.

**Change of Address.** If your postal address or electronic mail address changes, you must notify King Card Express LLC customer service immediately. Failure to do so may result in information regarding the Card being mailed to the wrong person or your transactions being declined at point-of-sale (POS). In such event, we shall not be responsible for any resulting misuse of value on the Card. Any notice given by the Issuer shall be deemed given to you if sent by electronic or postal mail to the address shown on the Issuer's records.

**Information to Third Parties.** We will disclose personally identifiable information to third parties about the Card or the transactions you make

- (a) where it is necessary for completing transactions;
- (b) in order to verify the existence and condition of the Card for a third party; (c) in order to comply with government agency or court orders;
- (d) if you give us your written permission;
- (e) to service providers who administer the Card; or
- (f) in order to prevent or investigate possible illegal activity.

**Governing Law.** All matters, whether sounding in contract, tort or otherwise, relating to the validity, construction, interpretation or enforcement of this Agreement shall be determined by the laws of the Turks & Caicos Islands.

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**Liability for Authorized Users.** If you authorize another person to use the Card you agree, to the extent permitted by law, that you will be liable for all transactions arising from use of the Card by such person.

**Lost or Stolen Cards.** To the extent permitted by applicable law, we are not responsible for lost or stolen Cards or any unauthorized transactions made with the Card. You agree to give the notice described in the section entitled "Notice in Event of Unauthorized Transfer" if the Card is lost or stolen, and you should do so immediately to minimize your possible losses. See the section entitled "Your Liability for Unauthorized Transfers" in this Agreement for additional information concerning your liability for unauthorized transfers. You also agree, to the extent permitted by law, to cooperate completely with King Card Express and Hallmark Trust Ltd. in either of their attempts to recover from unauthorized users and to assist in their prosecution.

**Liability for Failure to Make Transfers.** If we do not complete a transaction to or from the Card on time or in the correct amount according to our Agreement with you, we may be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- (a) if through no fault of ours, you do not have enough money on the Card to complete the transaction;
- (b) if either your computer system or the Issuer's computer systems were not working properly and you knew about the problem when you started the transaction;
- (c) if a merchant refuses to honor the Card;
- (d) if circumstances beyond our control (such as fire, flood, terrorist attack or national emergency) prevent the transaction, despite reasonable precautions that we have taken;
- (e) if you attempt to use a Card that has not been properly activated; or
- (f) there are other exceptions stated in our Agreement with you.

**In Case of Errors or Questions About Card Transactions.** If you think your periodic statement is wrong or if you need more information about a transaction listed on the periodic statement, please contact King Card Express, LLC as soon as you can by calling us at +1 (786) 275-3782 or +1 (855) 587-3909 or email [info@kingcardexpress.com](mailto:info@kingcardexpress.com) or by contacting us by email at [info@kingcardexpress.com](mailto:info@kingcardexpress.com). We must hear from you no later than ten (10) days after we made available the FIRST periodic statement on which the problem or error appeared. When notifying us, you must:

- (a) tell us the name, address, and account number of the Cardholder;
- (b) describe the error or the transaction you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information; and
- (c) tell us the dollar amount of the suspected error.

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If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days. We will determine whether an error occurred within twenty (20) 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. We will tell you the results within three (3) business days after completing our investigation and we will correct any error promptly. 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.

**Right to Receive Documentation.** You have the right to request copies of documents the Issuer uses in its investigation when you notify the Issuer of an error or question about your periodic statement as described herein.

### Your Liability for Unauthorized Transfers.

Tell us AT ONCE if you believe the Card has been lost, stolen or is subject to unauthorized use. Contacting us by telephone at +1 (786) 275-3782 or +1 (855) 587-3909 (or +1 (855) 587-3909 (24 hours IVR) or email [info@kingcardexpress.com](mailto:info@kingcardexpress.com) is the best way of keeping your losses down. **If you need to report a lost or stolen card or unauthorized usage outside of our regular business hours, you should call the local office of Mastercard.** You could lose all the money on the Card. If you check your account online and it discloses transactions you did not authorize, tell us at once. If you do not tell us within five (5) days after the date you lost the Card or it was stolen or subject to unauthorized use, you may not get back any money 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 hospital stay) kept you from telling us, we may extend the time periods at our discretion.

### Please check your account activity online frequently

**Notice in Event of Unauthorized Transfer.** If you believe the Card has been lost or stolen or that someone has or may use your account without authorization, call King Card Express Customer Service at +1 (786) 275-3782 or +1 (855) 587-3909 (24 hours IVR) or email [info@kingcardexpress.com](mailto:info@kingcardexpress.com) or contact us by email at [info@kingcardexpress.com](mailto:info@kingcardexpress.com).

**Consent to Jurisdiction.** You consent and submit to the exclusive jurisdiction of the courts located in Turks & Caicos Islands in all controversies arising out of or in connection with your use of the Card and this Agreement.

**Void Where Prohibited.** Not all services described in this Agreement are available to all persons or at all locations. We reserve the right to limit, at our sole discretion, the provision of any such services to any person or in any location. Any offer of a service in this Agreement shall be deemed void where prohibited.

**Non-Assignability.** You may not assign or transfer this Agreement or any of your respective rights, obligations, duties, responsibilities or liabilities under this Agreement, and any attempt to the contrary shall be null and void. This Agreement shall be binding on you and your respective executors, administrators, and permitted assigns. The Issuer may assign this Agreement on thirty (30) days notice to you.

**Entire Agreement.** This Agreement sets forth the entire understanding and agreement between you and us, whether written or oral, with respect to the subject matter hereof and supersedes any prior or contemporaneous understandings or agreements with respect to such subject matter.

**Section Headings.** Section headings in this Agreement are for convenience of reference only, and shall not govern the interpretation of any provision of this Agreement.

**Severability.** If any of the terms of this Agreement, are invalid, changed by applicable law or declared invalid by order of court or regulatory authority, the remaining terms of this Agreement shall



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not be affected, and this Agreement shall be interpreted as if the invalid terms had not been included in this Agreement.

**DISCLAIMER OF WARRANTIES.** Except as expressly otherwise provided in this Agreement, we make NO representations or warranties of any kind to you, whether express or implied, regarding the King Card Express Prepaid MasterCard, CUSTOMER SERVICE FUNCTIONS, or any other subject matter of this Agreement, including, without limitation, any implied warranties of merchantability or fitness for a particular purpose.

**LIMITED LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY REQUIRED BY THIS AGREEMENT OR APPLICABLE LAW, WE WILL NOT BE LIABLE TO YOU FOR PERFORMING OR FAILING TO PERFORM ANY OBLIGATION UNDER THIS AGREEMENT UNLESS WE HAVE ACTED IN BAD FAITH. WITHOUT LIMITING THE FOREGOING, WE WILL NOT BE LIABLE TO YOU FOR DELAYS OR MISTAKES RESULTING FROM ANY CIRCUMSTANCES BEYOND OUR CONTROL, INCLUDING, WITHOUT LIMITATION, ACTS OF GOVERNMENTAL AUTHORITIES, NATIONAL EMERGENCIES, INSURRECTION, WAR, RIOTS, FAILURE OF MERCHANTS TO HONOR THE**

**King Card Express Prepaid MasterCard, FAILURE OF KING CARD EXPRESS OR HALLMARK TRUST LTD. TO PROVIDE ANY SERVICES, FAILURE OF MERCHANTS TO PERFORM OR PROVIDE SERVICES, FAILURE OF COMMUNICATION SYSTEMS, OR FAILURES OF/OR DIFFICULTIES WITH OUR EQUIPMENT OR SYSTEMS. NOT IN LIMITATION OF THE FOREGOING, WE WILL NOT BE LIABLE TO YOU FOR ANY DELAY, FAILURE OR MALFUNCTION ATTRIBUTABLE TO YOUR EQUIPMENT, ANY INTERNET SERVICE, ANY PAYMENT SYSTEM OR ANY CUSTOMER SERVICE FUNCTION. IN THE EVENT THAT WE ARE HELD LIABLE TO YOU, YOU WILL ONLY BE ENTITLED TO RECOVER YOUR ACTUAL DAMAGES. IN NO EVENT SHALL YOU BE ENTITLED TO RECOVER ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY OR SPECIAL DAMAGES (WHETHER IN CONTRACT, TORT OR OTHERWISE), EVEN IF YOU HAVE ADVISED US OF THE POSSIBILITY OF SUCH DAMAGES.**

**PRIVACY POLICY STATEMENT OF THE ISSUER.** The Issuer does not disclose any "nonpublic personal information" about our customers or former customers to anyone, including nonaffiliated third parties, except as permitted by law. "Nonpublic personal information" would be information about you and your relationship with us that we believe is not generally available to the public. As part of our efforts to serve you better, we do collect nonpublic personal information about you from the following sources: 1) information we receive from you on applications or other forms; 2) information about your transactions with us, our affiliates, or others; and 3) information we receive from a consumer reporting agency. We restrict access to nonpublic personal information about you to those employees who need to know that information to provide products or services to you.

Internet gaming may be illegal in your jurisdiction. Since King Card Express Prepaid MasterCard may only be used for legal transactions, you should confirm whether your jurisdiction allows gambling before paying with your King Card Express Prepaid MasterCard. Display of the MasterCard logo by an online merchant does NOT mean that Internet gambling transactions are legal in all jurisdictions in which King Card Express Prepaid MasterCard cardholders reside.

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### TABLE OF FEES

<b>FEE Description</b>	<b>Cardholder Fees</b>
Initial Card Creation Fee  Plastic Card with Magnetic Strip Due Diligence of Cardholder's Application Including All Regulatory Requirements for (OFAC/AVS/AML/ANT) Activation Fee Card Carrier Individual Shipping Envelope for Card Label (card face) EMV Chip PIN generation Cardholder Name Embossing Fee, if Cardholder Name Provided Prior to Card Issuance.	To be sale at location
Shipping	TBD (Direct Cost)
<u>Monthly Maintenance Fee:</u> This fee is billed to the cardholder on a monthly basis.	\$9.95
<u>Card Load Fees:</u> This is the fee for loading the Card	\$7.00
ATM Balance Inquiry - International	\$ 1.00
ATM Decline - International	\$ 1.00
*ATM Withdrawal / Cash Advance Fee: Domestic	\$3.00 or 3% whichever is greater
*ATM Withdrawal / Cash Advance Fee: International	\$5.00 or 3% whichever is greater
Card Replacement Fee : This fee is charged to replace a lost, stolen or name change to a Card plus mailing fees.	\$ 15.00
Card Inactive Fee: This is a monthly fee charged against any unused monetary value each month of the Card remains inactive. The fee will be assessed back to the 1 <sup>st</sup> month of inactivity.	\$ 3.75



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Card to Card Transfer (Live Agent)	\$4.95 or 1.6% whichever is greater
Card to Card Transfer within our BIN number range	\$7.00
POS Transaction Fee: Domestic Credit	\$ -
POS Transaction Fee: Domestic Debit	\$ -
POS Transaction Fee: International Credit	\$ 2.00
POS Transaction Fee: International Debit	\$ 2.00
POS Transaction Fee : International Decline	\$ 1.25

Cross Border Fee	0.85%
Currency Conversion Fee	1.50%
ACH Transfer Funds to/from Checking Account	\$ 2.00
Chargeback Fee	\$ 10.00
Close Account	\$ 7.00
Customer Support and Interactive Voice Response (IVR) Fee	\$1.00 + \$1.00 per minute
Research Fee	\$25 per hour
Overlimit Fee	\$ 10.00
Return Purchase fee	\$ 1.50
Pin Decline Fee	\$ 1.25
Pin Change Fee	\$ 5.00

Card Parameters	King Master Card basic	King Master Card Gold
ATM Daily Withdrawal Limit	\$2,000	\$2,500
ATM Monthly Withdrawal Limit	\$10,000	\$20,000
POS Transaction Daily Limit	\$3000	*no limit
POS Transaction Monthly Limit	\$20,000	\$100,000
Maximum Single Card Load	\$10,000	\$20,000