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# *ZEO Prepaid Visa<sup>®</sup> Debit Card*

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Cardholder Agreement

Effective May 1, 2016



# TABLE OF CONTENTS

Definitions.....	1
Using Your Card .....	3
Changes to Your Card Account Contract.....	5
Electronic Communications .....	6
Contacting You on Your Phone or Mobile Device .....	6
Nature of Your Card.....	7
Who May Use Your Card .....	7
Adding Money to Your Card Account.....	7
Purchases and Withdrawals .....	8
Pre-Authorized Deposits and Transactions .....	10
Card Replacement.....	11
Returns and Refunds.....	11
Statements and Receipts .....	11
Lost or Stolen Card or Compromised PIN.....	12
Obtaining Account Information .....	12
Errors You Have Found or Questions You Have About Your Card Transactions .....	12
Your Liability for Transactions Made Without Your Permission .....	13
TCF's Liability for Not Making a Card Transaction .....	14
Limitation on TCF's Liability for Not Making a Card Transaction or Stopping Payment on a Pre-Authorized Card Transaction .....	15
Sharing Customer Information.....	15
No Illegal Activity .....	15
Legal Process and Bankruptcy.....	16
Setoff .....	16
Default and Collection Costs .....	16
Dormant Accounts .....	17
Ending Your Card Services.....	17
Mailings .....	17
No Transfer or Assignment .....	18
Severability.....	18
Arbitration of Disputes .....	18
Governing Law .....	24

This agreement governs the use of your ZEO Prepaid Visa® Debit Card (“Card”) issued by TCF National Bank. This is a contract between you and TCF. By purchasing, signing, or using your Card, you agree to all the terms of this agreement. This agreement includes an arbitration agreement. You have the right to reject the arbitration agreement at no cost to you. Carefully read the section called “Arbitration of Disputes” for more information.

You have the right to cancel your Card and this agreement within 15 days after you purchase your Card by calling the Customer Service Center within the 15 day period. If you cancel within that time, TCF will refund the amount available in your account and any fees you have paid before the date of your notice. This right is in addition to your other cancellation rights in this agreement.

**Important Information About Procedures for Opening a New Card Account:** To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

**What This Means for You:** When you obtain a Card or open a Card Account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see identifying documents such as a driver’s license or documents to show your existence as a legal entity, or other identifying documents.

**Economic Sanctions:** The Office of Foreign Assets Control (“OFAC”) of the U.S. Department of the Treasury administers and enforces economic and trade sanctions based on U.S. foreign policy and national security goals against: (1) targeted foreign countries and regimes; (2) terrorists; (3) international narcotics traffickers; (4) those engaged in activities related to the proliferation of weapons of mass destruction; and (5) other threats to the national security, foreign policy, or economy of the United States.

### Definitions

- A. **“Account Contract”** means: (1) the terms and conditions of this ZEO Cardholder Agreement; (2) information printed on the Card; (3) the TCF Privacy Policy; and (4) any other agreements between you and us concerning the your Card or Card Account, and any amendments to those agreements.
- B. **“Account Number”** means the 10-digit number used to identify your Card Account, which differs from your Card Number.
- C. **“ATM”** means an automated teller machine used to make cash withdrawals, money transfers between accounts, balance inquiries, and purchases. An ATM differs from a POS Terminal. **“TCF ATM”** means an ATM that we

designate for our customers’ use with “TCF” displayed on the ATM. **“Non-TCF ATM”** is any ATM that is not a TCF ATM. TCF may, from time to time, change the number and locations of the ATMs that you can use without notifying you of the change.

- D. **“Affiliate”** means any company that: (1) owns us; (2) is owned by us; or (3) is under common ownership with us.
- E. **“Available Balance”** mean funds you add to your Card Account that are available for: (1) making POS transactions at merchants that accept your Card, obtaining cash from the merchant, or both; or (2) making cash withdrawals as permitted under your Account Contract.
- F. **“Business Day”** means every day except Saturday, Sunday, and federal holidays.
- G. **“Card Account”** means the limited purpose, prepaid subaccount associated with your Card where we keep a record of funds you add to your Card Account and transactions you make.
- H. **“Card”** means the ZEO Prepaid Visa Debit Card TCF issues to you to access funds in your Card Account.
- I. **“Card Number”** is the 16-digit number shown on your Card, which differs from your Account Number.
- J. **“Expiration Date”** means the date shown on your Card, after which the Card can no longer be used.
- K. **“PIN”** means a private four-to-eight digit personal identification number you select when you activate your Card. We use the PIN to verify your identity and to approve certain transactions you make with your Card.
- L. **“POS”** means point-of-sale, which refers to transactions using your Card or Card Number to pay for goods or services you purchase from a merchant, get cash from the merchant, or both.
- M. **“POS Terminal”** means a device merchants use to read Card information for purposes of processing POS transactions.
- N. **“We,” “us,” “our,”** and **“TCF”** mean TCF National Bank and our successors and assigns. Our “successor” is any company that assumes our rights under your Account Contract by operation of law. Our “assign” is any company to which we transfer our rights under your Account Contract.
- O. **“You,” “your,”** and **“Cardholder”** mean, except where otherwise stated, the person who purchases the Card and is authorized to use the Card to access funds in the Card Account.

## Using Your Card

<b>Create &amp; Use</b>		
Initial Card Purchase	\$4	One-time fee to purchase card.
Monthly Maintenance Fee	\$4	Applies once each month. No refund for partial month.
The minimum initial load is \$25. The maximum initial load is \$1,000.		
<b>Add Money</b>		
TCF Branch Cash Load	\$0	No charge for adding money to your Card at a TCF branch.
Direct or Electronic (ACH) Deposit	\$0	No charge for setting up direct deposits to your Card Account.
Visa ReadyLink Load	\$4	Applies each time you load cash at a retail merchant location participating in Visa ReadyLink. The merchant may also charge a fee.
The maximum one day load is \$2,500. The maximum balance allowed on the card is \$5,000.		
<b>Spend Money</b>		
Purchase (any merchant)	\$0	No charge for PIN or signature POS purchases.
Cash Withdrawal at TCF ATM or TCF Branch	\$0	No charge for cash withdrawals at any ATM with "TCF" displayed on the machine.
Cash Withdrawal or Balance Inquiry at Non-TCF ATM	\$3	Applies each time you make a withdrawal at a Non-TCF ATM. The ATM operator may also charge a fee, even if you do not complete the transaction.
Cash Withdrawal (Quasicash)	\$3	Applies to casinos or other merchants who withdraw cash or cash equivalent from your card.
The maximum cash withdrawal in a single day (all cash transactions combined) is \$1,000. The monthly maximum is \$5,000.		
<b>Miscellaneous</b>		
Online Account Statement	\$0	No charge for viewing your monthly Card Account statements online.
Paper Account Statement (upon request)	\$4	Applies each time you request a paper copy of your monthly account statement. No charge to check your account balance online or by using our automated telephone service.

Lost/Stolen Card Replacement	\$4	Applies each time you request a replacement card, such as when your card is lost, stolen, or destroyed. Card will arrive in 7-10 Business Days.
Rush Replacement Card Delivery	\$24.95	Applies each time you request rush card delivery. Card will arrive in 2-3 Business Days.
Transactions in a Foreign Country or Foreign Currency	3%	Applies for each POS transaction, ATM withdrawal, and cash withdrawal outside of the United States. The fee is a percentage of the U.S. Dollar amount of the transaction. The fee applies regardless of whether the transaction is in U.S. dollars or foreign currency. The merchant, ATM operator or party handling the cash withdrawal may charge a fee in addition to TCF's fee shown here. <i>(Please notify customer service in advance of your trip to ensure transactions are not declined. A temporary card (without your personalized name) may not be accepted at non U.S. merchants.)</i>

### **ZEO Card Policies**

- All funds loaded are cash deposits and immediately available.
- Purchases or cash withdrawals will be declined if they exceed your Available Balance. There is no overdraft or negative balance fee.
- ZEO Card balances are FDIC insured.
- All fees and transaction limits are subject to change.
- For more information about prepaid cards, visit [consumerfinance.gov](http://consumerfinance.gov). If you have a complaint about prepaid cards, call 1-855-411-2372 or visit [consumerfinance.gov/complaint](http://consumerfinance.gov/complaint).

### **Contacting TCF**

- Here is how to contact us about your Card or Card Account, notify us when required under your Account Contract, or request Card Account information from us:
- Online: [tcfbank.com/ZEO](http://tcfbank.com/ZEO)
- Call: 1-855-ZEO-TCF1 (1-855-936-8231)  
If you are hearing impaired and have a TTY device, you may call us at 1-800-833-1213.

Write: TCF Bank  
Attn: ZEO Card Customer Service  
1405 Xenium Lane  
Plymouth, MN 55441

You should use the address shown in the section called "Arbitration of Disputes" for any notices you give us under that section.

### **Notes Concerning Service Charges:**

We will charge, and you agree to pay, the fees we specify for using your Card and other Card Account services. If you use a Non-TCF ATM, the ATM operator may charge you a fee for the transaction, called a surcharge, in addition to our fee. You may also be charged a fee for a balance inquiry at a Non-TCF ATM even if you do not complete a transaction. Some merchants may charge a surcharge when you pay using your Card instead of cash. TCF has no control over these fees and does not receive any part of them. Surcharges will automatically be included in the transaction amount.

If you make a POS transaction or ATM withdrawal using your Card, and the merchant or ATM is located outside of the United States, and the withdrawal or payment is made in a currency other than U.S. dollars, the amount of the transaction will be converted to a U.S. dollar equivalent. The exchange rate between the foreign transaction currency and the U.S. dollar billing currency used for processing is: (1) a rate selected by Visa U.S.A., Inc. or another network processing the transaction from the range of rates available in wholesale currency markets for the applicable central processing date (this rate may vary from the rate Visa or the other network itself receives); or (2) the government-mandated rate in effect for the applicable central processing date.

**Fees we charge will deplete your Available Balance. We may deduct any fees and other amounts you owe us under your Account Contract from your Card Account without notifying you beforehand. This will reduce your Available Balance. If any fee exceeds your Available Balance, we will apply your remaining Available Balance to the fee even if doing so causes a negative balance in your Card Account. We are not liable to you for refusing to authorize transactions or pay them if they exceed your Available Balance because of these fees.**

### **Changes to Your Card Account Contract**

We may change your Account Contract, at our sole discretion, from time to time by adding, modifying or deleting terms, conditions, services, charges, or fees. We will notify you of any changes to your Account Contract. All changes to your Account Contract take effect immediately when we give you notice of the change, unless the notice states otherwise. We

may change the transaction limits without giving you notice of the change beforehand when necessary for security reasons. We will comply with any law or regulation that requires notice within a minimum number of days before the effective date of the change.

Despite the previous paragraph, if either you or we have given notice of a Claim under the section called "Arbitration of Disputes," no change to the "Arbitration of Disputes" section will apply to the Claim.

Except where a law, regulation, or another term of your Account Contract requires notice by some other means, we will notify you of any changes by: (1) mailing the notice to you at the most recent address for you in our records; (2) sending the notice to you electronically at the most recent email address for you in our records; (3) posting the change at [tcfbank.com/ZEO](http://tcfbank.com/ZEO); or (4) telling you about the change when you ask for a Card-related service.

### **Electronic Communications**

We may send you information concerning your Card or Card Account electronically by email or text message. We may do so using the email address or wireless telephone number you give us. When we send you a communication in this way, we will not mail it unless the law requires a mailed notice. We may also send you promotional information by email or text message. This may include information about TCF products and services. However, you may ask us to stop sending these promotional materials electronically by simply selecting the "unsubscribe" or "opt out" option in the communication or by contacting us.

### **Contacting You on Your Phone or Mobile Device**

You agree that we may contact you in connection with your Card Account and for other purposes at your present or future: (1) home or business landline telephone; (2) personal or business wireless telephone; or (3) other wireless device. We may contact you by placing voice telephone calls (including the use of automatic telephone dialing systems and prerecorded voice messaging) or, in the case of wireless telephones or other wireless devices, by sending email or automated (SMS) text messages. This includes alerts available through our online banking service.

Your agreements in this section also extend to our vendors, third party service providers, companies with which we have joint marketing agreements, and any party to whom we sell your Card Account.

You will be responsible for any charges you incur for these calls and messages, and understand they may deplete any free or prepaid minutes.

## **Nature of Your Card**

Your Card is a prepaid debit card, not a credit card. Except as stated in your Account Contract, you can only access funds in your Card Account using the Card. The Card Account is not a checking account or savings account, and is not connected to any other account. The Card is not a gift card, and is not intended for use as a gift to another person. Your funds in the Card Account, together with other funds you have on deposit with TCF, will be FDIC insured up to the FDIC limits. You are the direct beneficiary of the funds in the Card Account. You will not receive any interest on funds in your Card Account.

We will issue you a temporary Card at the time of purchase. You can use the temporary Card as soon as we issue it, but your name will not be printed or embossed on the card. We will issue you a Card with your name printed or embossed on it once you perform at least three reloads, or a reload of \$500 or more after your initial load, to your Card Account.

## **Who May Use Your Card**

You are responsible for all transactions you initiate with your Card. You will not permit another person to use your Card, Card Number, or PIN, or make withdrawals from your Card Account. If you give your Card, Card Number, or PIN to another person, you authorize all transactions that person initiates until you notify us that the person no longer has your permission to use the Card and we have a reasonable opportunity to act on your notice. If you notify us that a person no longer has your permission to use the Card, we may close your Card Account and/or issue you a new Card with a different Card Number and/or Account Number. The new Card is subject to all the terms of your Account Contract. For more information, see the section called “Your Liability for Transactions Made Without Your Permission.”

## **Adding Money to Your Card Account**

You can add, or “load,” funds to your Card Account before the Expiration Date: (1) in person at any TCF branch office; (2) in person at any merchant location that participates in Visa ReadyLink®; (3) by direct deposit to your Card Account using Automated Clearing House (“ACH”); or (4) through any mobile application that TCF or Visa offers to add money to your Card Account. You may not add funds to your Card Account by mailing them to us.

**You may not add funds to your Card Account by check. You must first cash the check (a check cashing fee may apply), and then add the cash to your Card Account.** You may not add funds to your Card Account in the form of, or payable, in a foreign currency. You may not add funds to your Card Account when doing so would exceed the transaction limits stated in your Account Contract. Once added, funds are

immediately available for your use except as otherwise stated in your Account Contract.

To add funds to your Card Account through Visa ReadyLink participating retail merchant locations, look for the Visa ReadyLink symbol at the point-of-sale and marketing decals at store entrances that signify participation in Visa ReadyLink.

To add funds to your Card Account by ACH direct deposit, you must provide the payor with our routing number (291070001) and your Account Number. You can find your Account Number on the front page of your ZEO Card carrier. You may not make an ACH direct deposit from an account located outside the United States. If you receive a direct deposit by ACH, the deposit is not final until we receive final, irrevocable payment from the payor. If we do not receive final, irrevocable payment from the payor, or if you receive an ACH direct deposit by mistake: (1) you will repay the amount we credited to your Card Account; and (2) we may deduct the amount of the deposit from your Card Account or from any other account you have with us. Although we do not have to do so, we may accept ACH direct deposits intended for your Card Account even if it is closed. This does not mean your Card Account is “open.”

You are responsible for any problems we experience with a load to your Card Account. If we receive notice of a claim or problem concerning a load, we may: (1) deduct the amount of the load from your Card Account, even if doing so causes a negative balance in your Card Account; or (2) put a hold on your Card Account for the amount of the addition. We may take any of these actions without notifying you beforehand. You will immediately pay us the amount of any negative balance in your Card Account caused by any of these actions.

We may reject, reverse, or hold any addition to your Card Account that does not comply with the terms of your Account Contract, or that we believe are erroneous or fraudulent. You may not add funds to your Card Account after the Expiration Date.

## **Purchases and Withdrawals**

**A. Permitted Transactions.** You must activate the Card by calling the activation number on the Card and sign the back of the Card before using it. You can only access funds in your Card Account by using your Card, except as stated in your Account Contract. Before the Expiration Date, and subject to the limits stated in in your Account Contract, you can use your Card to: (1) make POS transactions; (2) make cash withdrawals at ATMs; or (3) make cash withdrawals at any TCF branch office. The Card is accepted at any merchant or ATM displaying the Visa mark.

You may not use your Card to make a transaction that would exceed the transaction limits shown in the section called “Using Your Card.”

You may not gain access to funds in your Card Account using the Automated Clearing House (“ACH”) or any other method that does not require use of your Card or Card Number and a payment card network to process the transaction. You may not write checks against your Card Account, or make automated monthly (or other periodic) transfers from your Card Account using your Account Number and routing number. However, you can obtain cash at a TCF ATM or a TCF branch office.

**B. Authenticating Transactions.** For in-person transactions, the merchant may require you to present your Card and possibly sign an authorization. For transactions online, by telephone, or by mail, the merchant may require you to provide your Card number and other information, and may also ask you to sign an authorization. We will treat those transactions the same for purposes of your Account Contract as if you used the Card itself.

ATM withdrawals require you to use your Card and PIN. We may require you to show or use your Card and enter your PIN when making a withdrawal at a TCF branch office. We or any merchant may also require you to provide additional identification acceptable to us or the merchant before completing a transaction using the Card.

**C. Split Transactions.** If a POS transaction is for more than your Available Balance, some merchants may allow you to use your Card to pay for part of the purchase and then use another form of payment to pay the rest of the purchase price. This is called a “split transaction.” We recommend that you first ask the merchant if it accepts split transactions. Some merchants will only allow a split transaction if the second form of payment is cash or check. Other merchants may not permit split transactions. We cannot assure you that any merchant will accept a split transaction.

**D. Your Available Balance.** You may not use your Card for any POS or ATM transaction, cash withdrawal, or other transaction that would exceed your Available Balance at the time you ask us to authorize the transaction.

Your Available Balance increases whenever you add funds to your Card Account. Your Available Balance decreases whenever you ask us to approve, or “authorize,” a POS or ATM transaction. You ask us to authorize a transaction when you: (1) give your Card to a merchant for a POS transaction, obtain cash, or both; (2) swipe your Card through a POS transaction terminal; (3) insert or swipe your Card at an ATM to make a withdrawal; or (4) use your Card or Card Number in some other permitted way. Depending on the type of transaction, it can take several days for it to be submitted to us for payment and posted to your Card Account. Once we authorize a POS or ATM transaction, you may not stop payment on it. Once we receive a transaction for payment, we adjust your Available Balance if: (1) the transaction ultimately submitted to us for

payment differs from the amount we authorized; or (2) if the transaction was not previously authorized. We increase your Available Balance if a POS transaction we authorized is not submitted to us for payment within three Business Days. We then decrease your Available Balance if and when the transaction is later submitted to us for payment and we pay it.

When we reduce your Available Balance because of an authorization, we do so by the amount of the authorization. However, we may, in our sole discretion, adjust an authorization to better reflect our estimate of the likely transaction amount.

To avoid authorizations in excess of your actual purchase for pay-at-the-pump transactions, we recommend that you pay inside at the register.

We may also reduce your Available Balance by the amount of any: (1) fees you owe us; (2) hold we put on your Card Account; (3) lien or security interest in your Card Account; (4) setoff we exercise against all or part of your Card Account balance; or (5) deduction we make from your Card Account because of a dispute, legal process, reversed deposit, or other reason.

**E. Exceptions for Transactions That Exceed Your Available Balance.** In some circumstances a transaction may exceed your Available Balance, and therefore result in a negative balance in your Card Account. This can occur, for example: (1) when we authorize a transaction (or our processor authorizes a transaction) when our systems are not available to verify your Available Balance; (2) a transaction is submitted for payment (called “settlement”) for more than the amount authorized and we pay it; or (3) for other reasons stated in your Account Contract. You must pay us any negative balance amount immediately when we ask for payment.

**F. Card Expiration.** We may, in our sole discretion, renew your Card by issuing you a new Card with a new Expiration Date. Funds in your Card Account do not expire on the Expiration Date. See the section called “Dormant Accounts” for more information.

### **Pre-Authorized Deposits and Transactions**

**A. Pre-Authorized Deposits.** If you have arranged to have direct deposits made to your Card Account at least once every 60 days from the same person or company, you may call us to find out whether or not the deposit has been made.

**B. How You Can Stop Payments on Preauthorized Transactions.** You may stop payment of a preauthorized electronic funds transfer by calling us in time for us to receive your request three Business Days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and deliver it to us within 14 days

after you call. An oral stop payment order is no longer effective after 14 days if you do not provide the required written confirmation.

If these preauthorized transactions vary in amount, the person or company you are going to pay will tell you, at least 10 days before each payment the amount and date of each payment. If you order us to stop one of these payments three Business Days or more before the transfer is scheduled and we do not do so, we may be liable for any proximately caused losses or damages.

If you order us to stop preauthorized card payments to a specified person or company, we will stop payment on all scheduled payments to that person or company. We cannot stop payment on some, but not others, scheduled payments to a specified person or company. You should contact the person or company you have authorized to receive scheduled payments from your Card to stop any future transactions.

### **Card Replacement**

If you need to replace your Card for any reason, please contact us to request a replacement Card. We will require you to provide personal information, which may include your Card Number, full name, transaction history, and similar information, to help us verify your identity.

### **Returns and Refunds**

We are not responsible for the quality, performance, safety, or non-delivery of any goods or services you buy from a merchant using your Card. If you have a problem with a purchase that you made with your Card, or if you have a dispute with the merchant, you must attempt to handle it directly with the merchant. If the merchant agrees to credit your Card Account with a refund of any part of the purchase price, it may take five days or more from the date of the refund until the date it is credited to your Card Account.

### **Statements and Receipts**

You are responsible for keeping track of your Available Balance and for avoiding transactions that exceed your Available Balance. To determine your Available Balance and view a 60-day history of account transactions, go online at [www.tcfbank.com/ZEO](http://www.tcfbank.com/ZEO). You also have the right to obtain a 60-day written history of account transactions by calling or writing us. You will not automatically receive paper statements. You can get a receipt at POS Terminals or ATMs for Card transactions unless you chose not to receive one.

### **Lost or Stolen Card or Compromised PIN**

You are responsible for safeguarding your Card and Card Account information and acting responsibly when conducting transactions with your Card. You must use ordinary care in

handling, safeguarding, and storing your Card and PIN. You should not give your PIN to anyone, or write it down on your Card or keep it near your Card. You agree that you will contact us if you believe that: (1) your Card has been lost or stolen or is in the hands of an unauthorized person; (2) your PIN is lost, may no longer be secret, or has been compromised in any way; (3) someone has transferred or may transfer funds from your Card Account without your permission; or (4) you believe a transaction has been made using the information from your Card Number without your permission. Contacting us by telephone is the best way to notify us. You are not liable for further unauthorized use of your Card, Card Number or PIN after notifying us as provided in this section.

### **Obtaining Account Information**

You may obtain information about the amount of money you have remaining in your prepaid account by contacting us. This information, along with an 18 month history of account transactions, is also available online at [tcfbank.com/ZEO](http://tcfbank.com/ZEO).

You also have the right to obtain at least 18 months of written history of account transactions by calling 1-855-936-8231. You will be charged a paper statement fee for this request.

### **Errors You Have Found or Questions You Have About Your Card Transactions**

#### ***In Case of Errors or Questions about Your Card Account***

Telephone us or write as soon as you can, if you think an error has occurred in your Card Account. 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 calling us or writing us. You will need to tell us:

- Your name and Card Number;
- Why you believe there is an error, and the dollar amount involved; and
- Approximately when the error took place.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 Business Days.

We will determine whether an error occurred within 10 Business Days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within 10 Business Days for the amount you think is in error, so that you will have the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 Business Days, we may not credit your account. For errors involving new



accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 Business Days to credit your account for the amount you think is in error.

We will tell you the results within three Business Days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation. If you need more information about our error-resolution procedures, call us.

### **Your Liability for Transactions Made Without Your Permission**

#### **A. Your Liability Due to a Lost or Stolen Card or PIN**

Tell us AT ONCE if you believe your Card or PIN has been lost or stolen. Telephoning us is the best way of keeping your possible losses down. You could lose all the money in your Card Account. You should also consider contacting law enforcement to conduct a criminal investigation if you suspect theft from your Card Account.

- If you tell us within 2 Business Days after you learn of the loss or theft of your Card or PIN, you can lose no more than \$50 if someone used your Card or PIN without your permission (except as stated below).
- If you do NOT tell us within 2 Business Days after you learn of the loss or theft of your Card or PIN and we can prove we could have stopped someone from using your Card or PIN without your permission if you had told us, you could lose as much as \$500 (except as stated below).

If applicable state law gives you a greater protection against losses from the unauthorized use of your Card or PIN, then the more favorable state law limits will apply.

**B. Your Liability for an Unauthorized Transaction That Appears on Your Statement of Card Account.** If your electronic Card Account record shows transactions that you did not make or authorize, including those made by Card, PIN, or other means, tell us AT ONCE. If you do not tell us within 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 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 applicable state law gives you a longer time period to notify us, this longer period will apply. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods. If applicable state law gives you a greater protection against losses from the unauthorized transactions appearing on your Card Account statement, then the more favorable state law limits will apply.

**C. Exception to Liability Limits.** A transaction is not considered “unauthorized” or “without your permission” for purposes of this section called “Your Liability for Transactions Made Without Your Permission” if the transaction is: (1) requested or made by a person with your actual authority to request or make the transaction, or you received a benefit from the transaction; (2) requested or made by a person to whom you furnished your Card or PIN unless you have notified us that transactions by that person are no longer authorized; (3) requested or made with fraudulent intent by you or any person acting in concert with you; or (4) made by us or our employees. Therefore, unless the law provides otherwise, the limits on your liability in this section do not apply to these transactions.

**D. Visa POS Transactions.** For card transactions processed through the Visa or Plus networks, you generally are not liable for any losses determined to be fraudulent transactions by third parties. However, you must report a lost or stolen Card or unauthorized activity on your Card within the time frame stated in your Account Contract.

### **TCF's Liability for Not Making a Card Transaction**

If we do not complete a transfer to or from your Card Account on time or in the correct amount according to your agreement with us, we will be liable for your proximately caused losses or damages.

However, there are some exceptions. We will NOT be liable, for instance:

- If, through no fault of ours, your Available Balance is not enough to make the transfer.
- If the POS Terminal or ATM where you are making the transfer does not have enough cash.
- If the POS Terminal or ATM was not working properly and you knew about the breakdown when you started the transaction.
- If circumstances beyond our control (such as fire or flood) prevent the transaction, despite reasonable precautions that we have taken.
- If your Card Account is subject to legal process or restricted in any manner by us.
- There may be other exceptions stated in our agreement with you.

### **Limitation on TCF's Liability for Not Making a Card Transaction or Stopping Payment on a Pre-Authorized Card Transaction**

TCF will not be liable to you for failure to make a transfer to or from your Card Account if our actions or failure to act resulted from:

- An act of God or other circumstances beyond our control if we exercised reasonable care to prevent the occurrence,

and we exercised such diligence as the circumstances required; or

- A technical malfunction that you knew about when you attempted the transaction or, in the case of a pre-authorized transfer, at the time the transfer should have happened.

If we are liable to you for failure to make a transfer or to stop payment of a pre-authorized transfer, and the failure was not intentional and resulted from a bona fide error despite the fact that we maintained procedures reasonably adapted to avoid the error, our liability will be limited to actual damages proved.

### **Sharing Customer Information**

You give us permission to investigate and use the information described in this section in our banking business. You agree that we may, in the ordinary course of business, share any information about you or your Account with Affiliates and third parties (parties that are not Affiliates). We may report information about you and your Account to consumer reporting agencies and the Visa Prepaid Clearinghouse Service. The TCF Privacy Policy provides that you may direct us to not share certain non-public information about you or your Account. You can get a current copy of the TCF Privacy Policy at any TCF branch, by contacting us, or by visiting [tcfbank.com](http://tcfbank.com).

You agree to give us current information about you when you apply for an Account and whenever we ask for this information while you have a relationship with us. You agree that all information you give or will give us is true, correct, and complete. You give us permission to get consumer reports and other kinds of financial and personal information about you from consumer reporting agencies and others. We may get this information when you apply for an Account and at any later time while you have a banking relationship with us. A "consumer report," is any kind of report we get from a consumer reporting agency concerning your: (1) character; (2) general reputation; (3) personal characteristics; or (4) mode of living.

### **No Illegal Activity**

You may not use your Card or Card Account for any illegal activity, including, but not limited to, unlawful Internet gambling or the purchase of goods or services in violation of law. In addition, we reserve the right to deny transactions from merchants apparently engaged in Internet gambling or other illegal activity. If we suspect that you or anyone else is using your Card or Card Account for illegal activities, we may: (1) revoke your Card and close your Card Account; or (2) put a hold on funds in your Card Account. We may take any of these actions without notifying you beforehand, unless the law requires advance notice. We may refuse to process any

transaction that we believe is suspicious, fraudulent, or that may violate the terms of your Account Contract.

### **Legal Process and Bankruptcy**

If we receive any legal papers relating to you or your Card Account, such as a garnishment, levy, or other order from a court or government agency, we may hold the funds in your Card Account until we determine who has the legal right to them. This will reduce your Available Balance. If you file for bankruptcy or bankruptcy is filed against you, we may put a hold on the funds in your Card Account and turn them over to the bankruptcy trustee. If we are not sure how much of a Card Account is affected by any legal papers or bankruptcy, or if we are aware of any dispute regarding your Card Account or ownership of funds in your Card Account, we may: (1) put a hold on the funds in your Card Account and require a court order telling us where to pay the funds; (2) pay the funds to the court; or (3) require you to give us a liability bond (which is similar to an insurance policy that protects TCF).

### **Setoff**

We may deduct the amount of any negative balance in your Card Account, however caused, from: (1) future additions you make to your Card Account; (2) any certificate of deposit account you have with us and an early withdrawal penalty may apply; and (3) any other account you have with us or an Affiliate. However, we will not take any of these actions when the law prohibits us from doing so. In some instances, this is called our right of "setoff." In other instances, this is separate from, and in addition to, our right of setoff. Our rights under this section are available to us under the law as well as under your Account Contract. Our rights under this section do not apply: (1) to tax-deferred or tax-free retirement account; or (2) when our records show that you own the account in a representative capacity (for example, only as an attorney-in-fact, trustee, conservator, or personal representative). We may exercise our rights under this section without notifying you beforehand, unless the law requires advance notice. Our rights under this section are in addition to and apart from any other rights we may have under your Account Contract and continue in full force and effect after the closing of your Card Account or termination of your Account Contract.

### **Default and Collection Costs**

To the extent the law allows, you agree to pay all of our collection costs, actual court costs, other collection expenses, and reasonable attorneys' fees in enforcing any of the terms of your Account Contract, including the collection of any negative balance in your Card Account and other amounts you owe under your Account Contract. However, you do not have to pay any amounts we pay to an Arbitrator, expert, witness, or

attorney in an arbitration of a Claim as described in the section called “Arbitration of Disputes.” Our rights under this section survive (continue in full force and effect after) the closing of your Card Account.

### **Dormant Accounts**

Your Card Account may be considered abandoned if you do not take certain actions within the period of time specified in the applicable state unclaimed property law. Once your Card Account is considered abandoned, the law requires us to turn your funds over to the state (called “escheat”). We are not liable to you for your funds after we escheat them. You must apply to the appropriate state agency to reclaim your funds.

### **Ending Your Card Services**

We can cancel your Card and close your Card Account at any time. We can do so without notifying you beforehand unless the law requires advance notice. The Card is our property. If you or we close your Card Account, you must return the Card to us if we ask. Otherwise, you must destroy it. Your Card is automatically cancelled, and your Card Account is automatically closed, on the Expiration Date unless we reissue you a new Card.

You can cancel your Card and close your Card Account by notifying us in writing or by any other means we authorize. Your written notice is effective when we receive it. If you have an arrangement with a third party to make direct deposits into your Card Account or charge regular payments to your Card, you should contact that third party to end the service.

If we cancel your Card, or you or we close your Card Account, we will send you a check, for your remaining Available Balance. We will send the check to your most recent address in our records. We will do so without charge to you.

### **Mailings**

We may send all disclosures, notices, and other mailings and communications to you at your most recent mailing address or e-mail address in our records. You are responsible for notifying us of any changes to your mailing address and e-mail address. If you or someone on your behalf, or someone we reasonably believe is you or acting on your behalf, instructs us to change your mailing address or e-mail, we may act on the instruction without investigating it. We are not liable to you if you did not authorize the instruction. We may change your mailing address in our records if we receive an address change notification from the U.S. Postal Service, or if we receive notification from a business that provides corrected address information.

### **No Transfer or Assignment**

You may not transfer your Card or any interest in the Card Account to anyone other than us. “Transfer” for these purposes includes to sell, assign, pledge, give a lien or security interest in, or transfer by other means. We do not have to honor any transfer that violates the terms of your Account Contract, and any transfer that does so will be void. We may prevent you from withdrawing or transferring funds from your Card Account if you have transferred your Card or Card Account to anyone else in violation of your Account Contract.

### **Severability**

Each of the terms and conditions in your Account Contract stand alone. Except where your Account Contract states otherwise, any term or condition that is unenforceable or invalid does not affect the enforceability or validity of the other terms and conditions of your Account Contract.

### **Arbitration of Disputes**

Arbitration is a method of resolving disputes in front of one or more Arbitrators instead of having a trial in court in front of a judge or jury. This Arbitration Agreement governs when and how any disputes between you and TCF will be arbitrated – instead of decided in court – even if one party (you or TCF) initially chooses to bring the case in court.

**A. Definitions.** The following definitions apply for purposes of this section called “Arbitration of Disputes.”

“**Arbitration Agreement**” means this section called “Arbitration of Disputes.”

“**Arbitrator**” means a neutral person or persons from the arbitration organization selected under this Arbitration Agreement.

“**Claim**” should be construed broadly. Except as limited in this Arbitration Agreement (see below in this section and the section called “Arbitration Election Process”), “Claim” means any claim, dispute, or controversy between you and TCF that arises from or relates to: (1) your use of the Card or Card Account, (2) your Account Contract or any other agreements between you and us in connection with the Card or Card Account, (3) all disclosures given to you in connection with the Card and Card Account; and (4) the events leading up to your purchase of the Card, including sales practices, advertisements, disclosures, promotions, or oral or written statements. Despite the foregoing, the term “Claim” does not include any claim, dispute, or controversy over the validity or enforceability of this Arbitration Agreement or any part of it, including (but not limited to): (1) the Class Action and Consolidation Waiver; (2) the last sentence in

the section called “Severability”; or (3) this paragraph. All such claims, disputes, and controversies are for a court and not an Arbitrator to decide. However, any claim, dispute, or controversy over the validity or enforceability of your Account Contract as a whole is for the Arbitrator, and not a court, to decide. Claims may be based on: (1) contract law; (2) tort law (a “tort” is an injury or wrong, not based on contract law, for which the law provides a legal remedy, such as personal injury, negligence, misrepresentation, or fraud); (3) equity; (4) previous court decisions on a subject, known as “case law” or “common law”; (5) federal or state constitution, statute, regulation, rule, or municipal ordinance; or (6) any other theory.

“**Class Action and Consolidation Waiver**” is the waiver provided for in the section called “Class Action and Consolidation Waiver.”

**B. Binding Arbitration.** Binding arbitration means that you and TCF must follow the arbitration process and rules and must do whatever the Arbitrator decides. That process will result in an award by the Arbitrator resolving the Claim. However, a Claim cannot be arbitrated after the statute of limitations for the Claim has expired. The “statute of limitations” is the time period allowed by law for initiating a lawsuit or other court action.

This Arbitration Agreement also covers requests for declaratory relief or for orders requiring you or TCF to take or not take certain actions. These are sometimes referred to as “injunctive relief” or “equitable relief.” The Arbitrator may award injunctive, equitable and declaratory relief if permitted by applicable substantive law. However, the Arbitrator may do so: (1) only in favor of the individual party seeking relief; and (2) only to the extent necessary to provide relief warranted by that party’s individual Claim.

**C. Right to Appeal Arbitrator’s Award.** You or TCF may appeal an Arbitrator’s award to a panel of three Arbitrators if the Claim results or may result in: (1) an award exceeding \$100,000; or (2) equitable relief costing a party more than \$100,000. The panel will reconsider anew any aspect of the award requested by the appealing party. The decision of the panel must be made by at least a majority of its members.

The Arbitrator’s award will be final and binding on all parties, except for any right of appeal provided by the Federal Arbitration Act. However, if the amount in controversy exceeds \$50,000, you or TCF can, within 14 days after the entry of the Arbitrator’s award, appeal the award to a three-arbitrator panel administered by the Administrator. The panel will consider anew any aspect of the initial award requested by the appealing party. The appeal will be governed by the rules of the arbitration organization. If the arbitration organization has no rules that govern appeals, the appeal will be governed by the JAMS Optional Appeal Procedure. The decision of the

arbitration panel will be by majority vote. Reference in this Arbitration Agreement to “the Arbitrator” will mean the panel if you or TCF appeals the Arbitrator’s decision. The costs of the appeal will be paid by the parties according to the section below called “Arbitration Costs.” Any final decision of the appeal panel is subject to court review only as provided under the Federal Arbitration Act.

**D. Arbitration Election Process.** You or TCF may choose to settle any Claim by binding arbitration under this Arbitration Agreement unless the law provides otherwise. A party may do so by giving written notice demanding arbitration to the other party. If you or TCF files a court action concerning a Claim, doing so does not waive your right or our right to arbitrate any other Claim. For example, if we started an action against you in court (and you did not request arbitration), that action and any defenses you raise would be heard by the court. If you filed a counterclaim against us in that action and the counterclaim was covered by this Arbitration Agreement, we or you could demand arbitration of the counterclaim.

Despite the broad definition of a “Claim” set forth above, you and TCF do not have to arbitrate:

1. Any use of non-judicial remedies;
2. Any individual action you bring in a small claims court or your state’s equivalent court, unless the action is transferred, removed, or appealed to a different court; or
3. Any individual court action by a party that: (1) is limited to preventing the other party from using a self-help or non-judicial remedy; and (2) does not involve a request for damages or monetary relief of any kind.

The party initiating an arbitration proceeding will have the right to select one of the following arbitration organizations:

American Arbitration Association, 13455 Noel Road, Suite 1750, Dallas, TX 75240-6636, 1-800-426-8792, [www.adr.org](http://www.adr.org).

JAMS, 71 South Wacker Drive, Suite 3090, Chicago, IL 60606, 1-800-352-5267, [www.jamsadr.com](http://www.jamsadr.com)

National Arbitration and Mediation, 990 Steward Avenue, 1st Floor, Garden City, NY 11530, 1-800-358-2550, [www.namadr.com](http://www.namadr.com)

An arbitration organization is disqualified if it has a formal or informal rule or policy that is not consistent with and claims to override the terms of the Class Action and Consolidation Waiver. If it is disqualified, the arbitration organization may not conduct the arbitration unless you and we agree. If you and we do not agree, then a different arbitration organization must be selected.

If none of the arbitration organizations listed above can

conduct the arbitration under the terms of this Arbitration Agreement, then you and we will attempt to agree upon another arbitration organization. If you and we cannot agree, you or we may apply to the court to appoint one under Section 5 of the Federal Arbitration Act.

Any arbitration organization the parties agree to, or that is appointed by the court under this section: (1) may be an individual arbitrator, a corporation, or other legal entity; (2) must be neutral; (3) must have extensive relevant experience in performing arbitrations; and (4) may not assess fees that are commercially unreasonable.

If you or we file a lawsuit in court asserting a Claim that is covered by this arbitration agreement, and the other party files a motion to compel arbitration with the court which is granted, it will be the responsibility of the party asserting the Claim to start an arbitration proceeding.

Any arbitration hearing that you attend will take place at a location that is reasonably convenient to where you reside.

**E. Arbitration Rules.** Arbitration will be conducted under the rules that the arbitration organization you or we select uses when the arbitration is filed. The arbitration organization must apply the following procedure when selecting an arbitrator in those cases when a single arbitrator will be used. First, the arbitration organization must send you and us an identical list with the names of at least three proposed arbitrators. Within 14 days after receiving the list, each party may:

1. Advise the arbitration organization that all of the names are acceptable;
2. Strike one of the names if the list contains three proposed arbitrators, and then number the remaining names in order of preference; or
3. Strike two of the names if the list contains more than three proposed arbitrators, and then number the remaining names in order of preference.

The arbitration organization must then select the arbitrator from among the names not struck and, when possible, based on the order of preference the parties have indicated. If a party does not return the list within the time specified, all proposed arbitrators on the list will be considered acceptable to that party. The procedure in this section does not waive a party's right to object to the selected arbitrator under the arbitration organization's rules.

You may contact the arbitration organization directly if you: have any questions about arbitration that the arbitration organization conducts; want a copy of the arbitration organization's rules and forms; or want to file a Claim.

If there is a conflict between the arbitration organization's rules and this Arbitration Agreement, this Arbitration Agreement controls. If there is a conflict between this Arbitration Agreement and other terms of your Account Contract, this Arbitration Agreement controls. If there is a conflict between this Arbitration Agreement and the substantive law that applies, the substantive law controls.

**F. Arbitration Costs.** At your written request, we will pay all filing, hearing, and other fees the arbitration organization charges you for any Claim you assert in arbitration after you have paid an equivalent amount (if any) for filing the Claim in state or federal court. If you have already paid a fee for filing the Claim in court, you will not have to pay that amount again. We will also pay all fees the arbitration organization charges: (1) if, and to the extent, applicable law requires; or (2) if, and to the extent, required for us to enforce this Arbitration Agreement.

Each party must pay for its own attorneys, experts, and witnesses used in the arbitration. However, we will pay your reasonable costs for attorneys, experts, and witnesses if: (1) the arbitration results in an award in your favor; (2) the arbitration rules require us to pay these costs; (3) the law requires us to pay these costs; or (4) the law requires us to pay these costs in order to enforce this Arbitration Agreement. We will also pay any fees you incur for applying to the court to appoint an arbitration organization under the section called "Selection of Arbitration Organization" if you are required to file a separate lawsuit to obtain such an appointment.

Under no circumstances will we seek or accept reimbursement from you of amounts that we pay to the arbitration organization, the Arbitrator, or to attorneys, experts, or witnesses. Despite anything to the contrary in this Arbitration Agreement, we will, under all circumstances, pay: (1) any fees or expenses that the law requires us to pay; and (2) any fees and expenses we must bear for this Arbitration Agreement to be enforced.

**G. Law and Findings.** This Arbitration Agreement is made in connection with a transaction involving interstate commerce and will be governed by the Federal Arbitration Act. This Arbitration Agreement will not be governed by federal or state rules of civil procedure or evidence, or any other state laws that pertain specifically to arbitration. The Arbitrator must apply the substantive law that applies to the Claim, consistent with the Federal Arbitration Act. This includes any applicable statute of limitations and claims of privilege. The Arbitrator is also authorized and given the power to award all remedies permitted by the substantive

law that would apply if the action were brought in court. This authorization and power is limited by any constitutional limits that would apply in court. At your request or our request, the Arbitrator will provide written and reasoned findings of fact and conclusions of law.

**H. Post Arbitration Actions.** You or we may apply to a court to enter a judgment based on the decision of the Arbitrator. A right of appeal exists to the extent permitted in the Federal Arbitration Act.

**I. Class Action and Consolidation Waiver.** If you or we choose to arbitrate a Claim, you and we waive (give up) the right to have any Claim arbitrated or litigated as a class action or a private attorney general action. Arbitration under this Arbitration Agreement is limited to your or our individual Claims only. Regardless of any other provision of this Arbitration Agreement, if you or we elect to arbitrate a Claim, neither you nor we have the right to:

1. Participate in a class action in a court or in arbitration, either as a class representative or a class member;
2. Act as a private attorney general in court or in arbitration;
3. Join or consolidate Claims with claims of any other person; or
4. Obtain any relief that applies to any person or entity other than you or us individually.

The Arbitrator will be authorized and empowered to conduct only an individual (non-class) arbitration. In this section, a “class action” is where a person brings a legal proceeding on behalf of a group of people, called “class members,” who have similar claims. The person bringing the action is the “class representative.” A “private attorney general action” is where a person brings a legal proceeding to enforce a law that the attorney general of the state has the authority to enforce. The Class Action and Consolidation Waiver does not apply to any lawsuit filed against TCF in court by a state or federal government agency. This means that TCF will not have the right to compel arbitration of any Claim brought by such an agency.

**J. Changes.** Regardless of any contrary term of your Account Contract, any changes to this section called “Arbitration of Disputes” (including any additions, modifications, or deletions to this section), or the termination of this section, do not apply to a Claim if we have received written notice of the Claim on or before the effective date of the change or termination.

**K. Survival.** This Arbitration Agreement will continue in full force and effect after:

1. Any modification, extension, or forbearance of your Account Contract. A “forbearance” is when we do not strictly enforce the terms of the Account Contract;
2. The closing of your Card Account or termination of your Account Contract;
3. Any legal proceeding by TCF to collect a debt you owe; and
4. Your bankruptcy (except where prohibited by bankruptcy law).

**L. Severability.** If any part of this Arbitration Agreement (other than the Class Action and Consolidation Waiver) cannot be enforced, the rest of this Arbitration Agreement will continue to apply. If: (1) the Class Action and Consolidation Waiver is determined to be invalid or unenforceable in a proceeding; (2) you and we are both involved in the proceeding; and (3) the determination is upheld on appeal (if we appeal), then this entire Arbitration Agreement (except for this sentence) will be null and void with respect to that proceeding only.

**M. Right to Reject.** If you do not want this Arbitration Agreement to apply, you can reject it by mailing a written rejection notice to us at: TCF Bank, Attn: Arbitration Rejection, Mail Code EX0-01-A, 1405 Xenium Lane, Plymouth, MN 55441.

The written rejection notice must be signed and list your name and Card Number for us to identify you. We must receive the rejection notice within 30 days after the date of your ZEO Card purchase. If you reject this Arbitration Agreement, that will not affect any other provision of your Account Contract or the status of your Card Account. If you do not reject this Arbitration Agreement, it will be effective as of the date you opened your Card Account.

### **Governing Law**

TCF is a national bank with its main office in South Dakota. Your Account Contract and all disputes relating in any way to your Card, your Card Account, or your Account Contract will be governed by: (1) federal law (including the National Bank Act and regulations adopted by the Comptroller of the Currency); and (2) to the extent state law applies and is not preempted, the substantive and procedural law (but not the conflict of law rules) of the State of South Dakota.

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## *Contact Us*

### Customer Service

1-800-ZEO-TCF1 (1-855-936-8231)

TTY (hearing impaired)

1-800-833-1213

TCF National Bank  
ATTN ZEO Card Customer Service  
1405 Xenium Lane N  
Plymouth, MN 55441

You should use the address shown in the section called Arbitration of Disputes for any notices you give us under that section.

[tcfbank.com/ZEO](http://tcfbank.com/ZEO)

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