



**Presents
Pre-Paid Debit Card Solutions**

Fill out form and fax or mail to:

801-905-6281

Trillion Dollar Trend
5889 So. Williamson Blvd., Suite 1422
Port Orange, FL 32128

All fields must be completed



This card program allows you to set your own limits, control your spending, and receive the benefits of major cardholder status all at the same time. The InstaBanc™ Personal Spending MasterCard® combines the convenience of cash and the prestige of the MasterCard brand.

Your InstaBanc™ Personal Spending MasterCard Card can easily be loaded at many local **LOADING STATIONS**.. for a nominal loading fee of \$4.95 and if you need to locate an ATM that accepts your Personal Spending MasterCard Card use the MasterCard ATM Locator: <http://www.mastercard.com/atmlocator/index.jsp>

Apply By Fax:

Please charge my Trillion Dollar Trend Account for the one-time \$20 activation fee to be deducted from my earned commissions.

ID# _____

Apply By Mail:

Please find attached my check or money order for the one-time \$20 activation fee.

Upon receipt of my one-time \$20 activation fee Trillion Dollar Trend will process my application for my InstaBanc™ Personal Spending MasterCard® Card which will be mailed to me within 7 – 10 business days.

First Name:	
Middle Initial:	
Last Name:	
E-Mail:	
Address 1:	
Address 2:	
City:	
State:	
ZIP:	
Home Phone:	
Work Phone:	
Marital Status:	
Date of Birth:	
Mother's Maiden Name:	

Signature

Date

I hereby acknowledge, understand and agree to the Terms and Conditions of InstaBanc's™ Personal Spending Mastercard® Card.

OFFICE USE ONLY:

Temporary Card #
Notes:

Terms and Conditions for the InstaBanc Direct Access Debit MasterCard® Card

This document constitutes the agreement ("Agreement") outlining the terms and conditions under which a Personal Spending MasterCard Card has been issued to you. By accepting and using this card, you agree to be bound by the terms and conditions contained in this Agreement. In this Agreement, "Card" means the Personal Spending MasterCard Card issued to you by BANKFIRST. "You" and "your" means the person or persons who have received the Card and are authorized to use the Card as provided for in this Agreement. "We," "us," and "our" mean BANKFIRST, our successors, affiliates or assignees. You agree to sign the back of the Card immediately upon receipt. The Card will remain the property of BANKFIRST and must be surrendered upon demand. The Card is nontransferable, and it may be canceled, repossessed, or revoked at any time without prior notice subject to applicable law. Please read this Agreement carefully and keep it for future reference.

Definitions

The Card is a prepaid card. The Card allows you to access funds you place on the Card. The Card is not connected in any way to any other account. The Card is not a credit card. You will not receive any interest on your funds on the Card.

Our business days are Monday through Friday excluding holidays. Saturday, Sunday, and federal holidays are not considered business days, even if we are open.

Authorized Users

You may request an additional Card for another person. You may also permit another person to have access to your Card or Card number. However, if you do, you are liable for all charges made by those persons. You must notify us to revoke permission for any person you previously authorized to use your Card. You are responsible for all charges and fees incurred by any other person you have authorized. If you tell us to revoke another person's use of your Card, we may revoke your Card and issue a new Card with a different number. You are wholly responsible for the use of each Card according to the terms of this Agreement.

Personal Identification Number ("PIN")

We may, at our option, give you a Personal Identification Number ("PIN"). If we give you a PIN, you may use your Card to obtain Cash from any Automated Teller Machine ("ATM") that bears the MasterCard® brand or any Point-of-Sale (POS) device which requires entry of a PIN. All ATM transactions are treated as Cash withdrawal transactions. You should not write or keep your PIN with your Card. If you believe that anyone has gained unauthorized access to your PIN, you should advise us immediately, following the procedures in the paragraph labeled "Your Liability for Unauthorized Transfers."

Loading Your Card

You may add funds to your Card, called "value loading", at any time. The amount of each value load must be at least \$10.00. There is no limit to the number of times you may value load your card. However, the maximum value load you may place on your card is restricted to \$5,000. You may add value at any of our participating retail locations.

Using Your Card

You may use your Card to purchase or lease goods or services wherever the Card is honored as long as you do not exceed the value available on your Card Account. You are responsible for all authorized transactions initiated by use of your Card. If you permit someone else to use your Card we will treat this as if you have authorized such use and you will be responsible for any transactions made subject to such use. Some merchants do not allow cardholders to conduct split transactions where you would use the card as partial payment for goods and services and paying the remainder of the balance with another form of legal tender.

If you use your Card number without presenting your Card (such as for a mail order or telephone purchase), the legal effect will be the same as if you used the Card itself. For security reasons, we may limit the amount or number of transactions you can make on your Card. Your Card cannot be redeemed for cash. You may use your Card to access cash at an Automated Teller Machine (ATM). You may not use your Card for any illegal transaction.

Each time you use your Card, you authorize us to reduce the value available on your Card Account by the amount of the transaction. You are not allowed to exceed the available amount on your Card Account through an individual transaction or a series of transactions. Nevertheless, if a transaction exceeds the balance of the funds available on your Card you shall remain fully liable to us for the amount of the transaction and any applicable fees or charges.

If you authorize a transaction and then fail to make a purchase of that item as planned, the approval may result in a hold for that amount of funds for up to ten (10) days. If you are using your prepaid MasterCard® Card for a recurring payment and request to stop processing the recurring payment with your Card, the payment may still be applied against your Card balance if the request is not completed prior to the date of the payment.

Returns and Refunds

If you are entitled to a refund for any reason for goods or services obtained with your Card, you agree to accept credits to your Card for such refunds.

Foreign Transactions

If you obtain your funds (or make a purchase) in a currency other than the currency in which your Card was issued, the amount deducted from your funds will be converted by MasterCard® into an amount in the currency of your Card. MasterCard® International will establish a currency conversion rate for this convenience. This percentage amount is independent of any amount taken by the Issuer in accordance with the following section of these Terms & Conditions.

If you obtain your funds in a currency other than the currency in which your Card was issued, the Issuer will increase the currency conversion rate (described in the immediately preceding section) by an additional 2% and will retain this amount as compensation for its services. This charge is independent of the currency conversion rate established by MasterCard® International.

Receipts

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

Periodic Statements

Statements in electronic format will be made available free of charge at www.instabanc.com during each month in which a transaction occurs. You may choose to have a paper statement mailed to you. However, there is a fee for this service.

Fees and Charges

- There is a \$4.95 Load Fee for each additional value load.
- Each cash withdrawal will be charged a Cash Withdrawal Fee of \$2.00. Each balance inquiry will be charged a Balance Inquiry Fee of \$1.50. If you use an ATM not owned by us, you may be charged a fee by the ATM operator including a balance inquiry even if you do not complete a withdrawal.
- Each International cash withdrawal will be charged a fee of \$3.95. Each International balance inquiry will be charged a fee of \$2.00. If you use an ATM not owned by us, you may be charged a fee by the ATM operator including a balance inquiry even if you do not complete a withdrawal.
- There is a Monthly Maintenance Fee of \$4.95 per month.
- A Replacement Card Fee of \$9.95 will be assessed if we issue a new Card when your Card is lost or stolen.
- Point of Sale purchases, inquiries and declines will be charged a fee of \$1.00.
- Paper statement Fee is \$5.00.
- Shipping and Handling Fee is \$3.95.
- A fee of \$7.95 will be assessed to your account when you order a Secondary/Additional User Card.
- An Overdraft Fee of \$5.00 will be assessed for each transaction which exceeds your available funds.
- A Card Activation Fee of \$10.00 will be charged when you activate your card.
- ATM decline domestic \$1.25. ATM decline International \$2.00.
- You may request to have the balance of your unused funds transferred to you via Check. A Balance Reimbursement Fee of \$9.95 will be applied to the balance for your transfer.
- IVR Balance Inquiry will be charged \$1.00 per call.
- A Customer Service Live Agent Fee of \$1.50 per minute will be assessed to your account every time you call and speak to a live agent.

Confidentiality

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

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

Our Liability for Failure to Complete Transactions

If we do not properly complete a transaction from your Card on time or in the correct amount according to our Agreement with you, 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 funds available on your Card to complete the transaction;
- (2) If a merchant refuses to accept your Card;
- (3) If an ATM where you are making a cash withdrawal does not have enough cash;
- (4) If an electronic terminal where you are making a transaction does not operate properly, and you knew about the problem when you initiated the transaction;
- (5) If access to your Card has been blocked after you reported your Card lost or stolen;

- (6) If there is a hold or your funds are subject to legal process or other encumbrance restricting their use;
- (7) If we have reason to believe the requested transaction is unauthorized;
- (8) If circumstances beyond our control (such as fire, flood or computer or communication failure) prevent the completion of the transaction, despite reasonable precautions that we have taken;
- (9) Any other exception stated in our Agreement with you.

Your Liability for Unauthorized Transfers

Tell us AT ONCE if you believe your Card has been lost or stolen. Telephoning toll-free at 1-866-815-8725 is the best way of keeping your possible losses down. IF YOU BELIEVE THAT YOUR CARD HAS BEEN STOLEN, OR THAT SOMEONE HAS TRANSFERRED OR MAY TRANSFER MONEY FROM YOUR CARD ACCOUNT WITHOUT YOUR PERMISSION, CALL US TOLL FREE AT 1-866-815-8725. IF YOU NOTIFY US WITHIN TWO (2) BUSINESS DAYS, YOU CAN LOSE NO MORE THAN \$0 IF SOMEONE USED YOUR CARD WITHOUT YOUR PERMISSION. IF YOU DO NOT NOTIFY US WITHIN TWO (2) BUSINESS DAYS AFTER YOU LEARN OF THE LOSS OR THEFT OF YOUR CARD AND WE CAN PROVE THAT WE COULD HAVE STOPPED SOMEONE FROM USING YOUR CARD WITHOUT YOUR PERMISSION IF YOU HAD PROMPTLY NOTIFIED US, YOU COULD LOSE AS MUCH AS \$50. Also, if your statement shows transactions that you did not make, 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 and you are grossly negligent or fraudulent in the handling of your Card. If your Card has been lost or stolen, we will close your Card Account to keep losses down.

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 not waive our rights by delaying or failing to exercise them at anytime. If any provision of this Agreement shall be determined to be invalid or unenforceable under any rule, law, or regulation of any governmental agency, local, state, or federal, the validity or enforceability of any other provision of this Agreement shall not be affected. This Agreement will be governed by the law of the State of South Dakota except to the extent governed by federal law.

Amendment and Cancellation

We may amend or change the terms of this Agreement at any time. You will be notified of any change in the manner provided by applicable law prior to the effective date of the change. However, if the change is made for security purposes, we can implement such change without prior notice.

We may cancel or suspend your Card or this Agreement at any time. 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.

Information About Your Right to Dispute Errors

In case of errors or questions about your electronic transactions, call 1-866-815-8725 or write to InstaBanc Cardholder Services, 3535 Galt Ocean Drive, Ft. Lauderdale, FL 33308 if you think your statement or receipt is wrong or if you need more information about a transaction listed on the statement or receipt. You must contact us no later than sixty (60) days after we have sent you the FIRST statement on which the problem or error appeared.

1. Provide your name and Card number (if any).
2. Describe the error or the transaction you are unsure about, and explain why you believe it is an error or why you need more information.
3. Provide the dollar amount of the suspected error.

If you provide this information orally, we may require that you send your complaint or question in writing within ten (10) business days.

We will determine whether an error occurred within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will credit your Card within ten (10) business days for the amount you think is in error, so that you will have the use of the money during the time it takes to complete the investigation. If we ask you to put your complaint or question in writing and you do not provide it within ten (10) business days, we may not credit your Card.

For errors involving new Cards, point-of-sale, or foreign-initiated transactions, we may take up to ninety (90) days to investigate your complaint or question.

We will tell you the results within three (3) business days after completing the investigation. If we decide that there was no error, we will send you a written explanation. Copies of the documents used in the investigation may be obtained by contacting:

InstaBanc Direct Access Debit MasterCard® Card
3535 Galt Ocean Drive
Ft. Lauderdale, FL 33308
1-866-815-8725

