

The Black History Card Pricing, Fees and CARDHOLDER AGREEMENT

A great customer experience matters to us - that's why we would like you to understand our pricing.

Monthly Fees

Fees we charge to maintain our service

Transaction Description	Fee
Classic Plan	\$4.95
Deluxe Plan	\$9.95

Transaction Fees

Fees we charge to commonly used services

Transaction Description	Fee
Activating your card	Free w/recurring direct deposit (otherwise; \$9.95)
Adding Money via Recurring Direct Deposit or Cash (Retail locations may charge a fee)	Free
U.S. Card purchases when using your signature	Free
Transferring money from one card to another	Free
Managing your account online, online statements	Free
Paying your bills online with Bill Pay: not available for Classic	Free
U.S. Card purchases when using your PIN:	Free for Deluxe \$1 for Classic
Calling and speaking to a customer service representative	1 Free call/month \$2.00 thereafter
Using the automated phone system to obtain account information	up to \$0.50
Using ATM to obtain balance	\$1.00
Using a U.S. ATM to withdraw money	\$2.00

Usage Limits

Dollar limits for typical transactions

Transaction Type	Dollar Limits
Cash Withdrawals (ATM, MoneyShare)	\$500/day for those with recurring direct deposits

Card Purchases	(otherwise \$300/day) For signature purchases, \$1,500/day for PIN purchases, \$1,000/day
Direct Deposits	\$6,000/day
Cash Deposits	\$950/day

Optional Services

Fees we charge for less common services or transactions

Transaction Description	Fee
Withdrawing cash if you go to a bank teller ("cash advance")	\$4.95
Expedited delivery of your card (3 business days)	\$40.00
Stop and online bill payment from being sent while in process	\$20.00
Ordering a new or replacement card	\$10.00
When you give the Routing number and Account number to make an unauthorized payment	\$5.00
Research and documentation fee (only applies when you request an authorization hold be removed, card account verification, card account balancing, make a false claim, etc.)	up to \$50
Requesting a check to bring your balance to zero when you close your account	\$15.95
Receiving a paper statement in the mail (if requested)	\$2.95
Using an International ATM to withdraw money	\$4.95
Currency conversion when making purchase in a foreign country	2.95%

Black History Card Prepaid MasterCard Debit Card

1. Welcome.
2. Activation.
3. Loading and Reloading value to your Card.
4. Purchases at Merchants.
5. ATM Services.
6. Cash Advances at Banks.
7. Telephone Services.
8. Foreign Currency Exchange Rate.
9. Program Services.
10. Authorization on Use of Card.
11. Suspicious or Possibly Unauthorized Activity; PIN Protection.
12. Preauthorized Transactions.

13. Balance Information.
14. Fees and Charges.
15. Contact Information.
16. Our Liability.
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19. Representations and Warranties of Disclaimer.
20. Statement of Transactions.
21. In Case of Errors.
22. Liability in the Event of Loss, Theft or Unauthorized Use.
23. Revocation, Expiration and Surrender.
24. Liens, Attachments and Garnishments.
25. Privacy Disclosure.
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27. Arbitration.
28. No Consolidation of Actions or Class Actions.
29. Other Actions Available; No Waiver of Right to Arbitrate.
30. Survivability.
31. Amendment.
32. Entire Agreement.
33. Severability.
34. Termination.
35. Inactive Cardholder Account.
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37. No Assignment.
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Appendix A - Limitations, Program Fees and Availability.

Appendix B - Black History Prepaid MasterCard PRIVACY POLICY

CARDHOLDER AGREEMENT

Issued by Palm Desert National Bank

Welcome to the BLACK HISTORY CARD!

This MasterCard Black History Card is a pre-paid stored value card. It can be used anywhere a MasterCard card is accepted, subject to the terms of this agreement. The Black History MasterCard Card allows you to load funds onto the Card through direct payroll loading, through cash loading at a participating merchant and through transfers from a checking account or another Black History Card. Once your card is loaded, you can withdraw cash at ATMs that display the network logos printed on the back of the Card, make purchases at retail point of sale (POS) locations that participate with MasterCard, transfer value to another Black History card, and pay for long distance telephone calls as long as the available balance on your card equals or exceeds the amount of your withdrawals plus applicable fees.

Terms and Conditions

This document is your agreement with us regarding the services we provide with this card. PLEASE READ THIS AGREEMENT CAREFULLY AND KEEP IT FOR YOUR RECORDS. It sets forth the terms and conditions governing the issuance and your use of the Prepaid MasterCard card ("Card"). In the Agreement, the term "you," "your" and "yours" means the person named on the card or someone

authorized by the cardholder to us it. The term “we”, “us” or “our” means the issuing bank, Palm Desert National Bank., or “PDNB.” The term "Fairland Financial" or "Company" means Fairland Financial LLC.

Program services may be added, deleted and modified from time to time and you may at any time find out about our current offering of Program services by contacting us or us contacting you.

Activation. Your Black History MasterCard Card will be activated upon your initial load to the card. By activating your Card, you represent that you are at least eighteen (18) years old, (nineteen in states where the majority is age nineteen) that the information you provide is true, that you accept the Card, that you have read and understand this Agreement and that you agree to be bound by all of the terms and conditions. You agree that you will not use Program services in such a way or for any purpose that will violate any law (including gambling,) regulation, court order or other legal requirement, whether criminal or civil, and whether of the United States, any state of the United States or of any foreign country.

Loading and Reloading value to your Card. You may load your card in one of several ways.

- Payroll Deposit: One way is by directing your employer (via a signed written authorization provided by us or by your employer) to load your paycheck directly into your cardholder account. Upon submitting a completed and signed authorization form to your employer, your employer will automatically transmit your periodic net pay to your cardholder account. On the authorization form, you must provide your employer with your card number, plus the following routing and address.

- Cash Loading: You can also load the Card with cash at participating points of loading or from a checking account. A reload fee may apply.

- Transfers from a checking account. A reload fee may apply.

- Transfer from another Black History Card. A reload fee may apply.

By loading funds or by initiating transactions with the Card, you appoint PDNB to act as your agent to pool your funds, together with funds from other Cardholders and to deposit those funds at one or more banks. By initiating a transaction with the Card, you appoint PDNB as your agent to obtain the funds on your behalf from the pooled funds account and to transfer your funds as you direct. This pooled account or accounts are referred to in this Agreement as the “PDNB Agency Pooled Account”. Your funds will be held separately from the corporate funds of PDNB or Fairland Financial. The value associated with this card is insured by the Federal Deposit Insurance Corporation (FDIC) up to applicable limits.

Any funds that you transfer into your Cardholder Account will not be considered received for any purpose whatsoever unless and until they are actually received by the Bank in the Pooled Account and credited to you Cardholder Account. You acknowledge and understand that you may use the funds received in your Cardholder Account for any of the Program services that may be available from time to time. You further agree and acknowledge that no interest will be paid on the funds in your Cardholder Account, and that there is no credit card, credit line, overdraft protection or deposit account

associated with the Card.

Purchases at Merchants. You may use your card to pay for purchases at merchants that display the MasterCard logo, provided you have a balance in your Cardholder Account higher than any minimum amount required by the merchant. Paying for gasoline at the pump is highly discouraged because of the high dollar amount of the hold placed on your card by the merchant. It is recommended that you pay inside with your card so that only the exact amount of your purchase is charged to your Card. When you purchase anything using your card, the available amount in your cardholder Account will be reduced by the amount of the purchase, plus any program fees or other charges. In the event that the available spending amount on the Card is less than the amount of the purchase, the transaction will be denied. The merchant is responsible for the delivery, quality, safety, legality, or any other aspect of goods and services purchased with the card. All Disputes involving the same should be addressed to the establishment where such goods and services were purchased.

Some merchants may permit Cash Back Transactions. A merchant that does permit a Cash Back Transaction may limit the amount of cash that can be paid to the Card user. Your ability to access cash in a Cash Back Transaction will be subject to the individual merchant's limitations, as well as our daily transaction limits.

ATM Services. You may use your card to withdraw cash from any ATM displaying the logos of the participating Networks, provided that you have a balance in your Cardholder Account higher than the minimum ATM withdrawal plus fees. You may also use an ATM to determine the Available Amount in your Cardholder Account. We are not responsible for, and you must pay for, all fees and charges of any kind assessed by the owner of the ATM over and above the fees and charges we charge.

Cash Advances at Banks. You may use your card to get cash advances at banks.

Telephone Services. You may arrange for one or more providers of long distance and local telephone service to provide telephone calling services, including international service. You may access such telephone services by calling the telephone number indicated on your card and using your telephone's touch-tone keypad to enter your personal password, your Card number and other information necessary to make your telephone call. The cost of the telephone call, together with our Program Fees and Charges will be deducted from your Cardholder Account. We reserve the right to change telephone service providers at any time without notice.

Foreign Currency Exchange Rate. If you make a transaction in a currency other than the currency in which your Card was issued, the amount deducted from your card value will be converted by MasterCard International into an amount in the currency of your Card. MasterCard International will establish a currency conversion rate for this convenience that will include use of either a government-mandated exchange rate, or a wholesale exchange rate selected by MasterCard. The government-mandated exchange rate or wholesale exchange rate MasterCard uses for a particular transaction is the rate MasterCard selects for the applicable currency on the day the transaction is processed, which may differ from that applicable to the date the transaction occurred or when it is posted to the Cardholder account. This percentage amount is independent of any amount taken by the issuer in accordance with the terms and conditions of this agreement.

Program Services. You may use your Card to avail yourself of program services.

Authorization on Use of Card. Each time you use your card you will be required to provide your signature, or your PIN. If the correct PIN or signature is entered at the time of a transaction, the transaction will be considered authorized by you and the balance of funds in your Cardholder Account will be reduced by the amount of the transaction, regardless of who provides the personal identifier and

regardless of the type of transaction. You are responsible for transactions initiated by your signature or by the entry of your PIN. Therefore, you should protect your PIN from unauthorized discovery and use.

Suspicious or Possibly Unauthorized Activity; PIN Protection. We may restrict access to your Cardholder Account if we believe that suspicious or possible unauthorized activity may be taking place with your Card. We are not responsible for policing your Cardholder Account to determine when there is unauthorized activity. You agree to take all necessary steps to protect your PIN and never to disclose your PIN to anyone, not even to a representative of Black History Card or to anyone at the Call Center. For security reasons, never write your PIN on your Card and never carry a record of your PIN in your purse or wallet. If you permit someone else to handle or use your Card, and if you give that person your PIN or other identifying information, we will treat such action as your authorization of that person to use your Card and you will be responsible for all transactions by that person using your Card.

Preauthorized Transactions. You may make preauthorized regular payments from your Card Account, provided there is sufficient Stored Value to do so.

Balance Information. You can review the balance of funds loaded on your Card at any time free of charge on our web site. You may use the IVR System free of charge (see Contact Information) or you may use an ATM belonging to a member of one of the Participating Networks for a small fee. Alternatively, you may request a statement in paper form by mail by using the IVR System at the Call Center and following the instructions for requesting a statement and paying a statement fee for each statement requested. It is your responsibility to review the transaction history at least once every 30 days, and to report any discrepancies or unauthorized transactions IMMEDIATELY to us.

Limitations on Transactions. Current limitations on transactions, such as amount of cash withdrawals, time limitations and limitations on transfers are set forth in Appendix A to this Agreement (“Limitations, Program Fees and Charges”). We reserve the right to change our limitations at any time. Limitations, as in effect from time to time and reflecting any changes, are available by contacting us at the Call Center, the IVR System, or at our web site.

Fees and Charges. Current fees and charges for the various services of the program are set forth in Appendix A to this Agreement (“Limitations, Program Fees and Availability”). We reserve the right to change our fees and charges at any time, with a 60-day notice. Program Fees and Charges, as in effect from time to time and reflecting any changes, are available by contacting us as provided in Contact Information. You may request a current schedule of Program Fees and Charges at any time from our web site.

Contact Information. You may contact us by telephone at the Call Center, the Voice Response Unit (VRU) System, the Internet, or by mail. See detailed contact information in Appendix A.

Our Liability. If a Program service is not provided in accordance with this Agreement, we will be liable for the loss of your money up to the amount that is actually lost, but only if that loss results solely from our nonperformance or that of our affiliates, service providers, employees, agents or contractors, subject to the following limitations:

Limitation of Our Liability. Notwithstanding the foregoing, we will not be liable for any loss or damage you suffer in the following circumstances (we reserve the right to disclaim liability for other

circumstances, effective upon amendment of this Agreement.):

- If though no fault of ours, a merchant refuses to honor your Card.
- Inability to access your money after we restrict use of your Card after you report its loss, theft or unauthorized use.
- If through no fault of ours, you do not have enough money in your Cardholder Account to make the purchase, withdrawal or transfer or to otherwise use a Program service.
- If the ATM where you are withdrawing funds does not have enough cash.
- If the POS Terminal, ATM or other electronic device used to effect a transaction does not work properly.
- If circumstances beyond our control (such as fire, war, strikes and other labor troubles, civil unrest, flood, earthquake and other natural disasters, terrorism, government action, such as new laws and regulations, court order, injunction or other judicial action or legal process, failure of the VRU System or the computer network used by us or our contractors and failures by our service providers) that prevent providing of Program services, despite reasonable actions or precautions on our part.
- Loss and damage resulting from errors by you, including unintentional errors, such as providing an incorrect PIN, an error in providing the name of a recipient of a money transfer or providing incorrect information preventing verification or completion of a transaction.
- Loss and damage resulting from illegal, fraudulent or other wrongful conduct by you, including providing us with erroneous or inaccurate information or by using Program services to violate any applicable laws or regulations or to perpetrate fraud on other persons.
- Loss and damage resulting from your breach or other nonperformance under the terms of this Agreement, including failure to register properly and failure to properly use the VRU System and other communications systems we have arranged for Cardholders' use.
- Loss and damage resulting from restrictions imposed by laws and regulations or restrictions imposed by us due to suspicious or possibly unauthorized activity involving your Card.

Limitation of Damages. In no event will we, our affiliates, service providers, employees, agents or contractors be liable to you for any indirect, consequential, special, incidental or punitive damages or loss resulting from or caused by your use of, or inability to use, your Card in Program services. This provision is for the benefit of each of our affiliates, service providers, employees, agents and contractors, including Fairland Financial and may be enforced by each of them.

Representations and Warranties of Disclaimer. As the arranger of services comprising the Program, PDNB represents and warrants that it has used commercially reasonable efforts to select processors,

merchants, vendors and other providers involved with the Black History Card Program that PDNB believes are reasonably capable of and will provide the services comprising the Program. PDNB makes no other representations or warranties of any kind whatsoever in this Agreement whether expressed or implied. PDNB cannot and does not represent and warrant that such providers will always perform as expected, nor can nor does PDNB guarantee the performance of such providers. We provide Program services on an “as is” basis, and disclaim all other warranties of any kind, whether expressed or implied, including but not limited to those relating to quality, merchantability and fitness for a particular purpose. PDNB expressly disclaims any representations or warranties regarding the number and availability of, and convenience of the locations of, ATMs, POS Terminals, merchants and vendors that are members of Participating Networks.

Statement of Transactions. You may obtain records of your use of your Card (a “Statement of Transactions”) by requesting a copy of such records by contacting us as provided in Contact Information.

In Case of Errors. In case of errors or questions about your Card, or if any records you see show transactions that you believe you did not make, notify us as soon as possible. We must hear from you no later than 30 days from the transaction date on which the problem or error occurred (the “Review Period”). To make a timely claim for a discrepancy, you must provide us with the following information within the Review Period:

- Your name, telephone number and address;
- Your Card number;
- Identify the date of the transaction and the specific transaction(s) being questioned, including the dollar amount of the suspected error or discrepancy, the location, time and any other information about the transaction that you can provide; and
- Explain as clearly and completely as you can why you believe it is an error or discrepancy, providing any names and contact information of other persons involved in the error or discrepancy, copies of any receipts and other relevant documentation and any other information available to you that you believe would be helpful to resolving the problem.

If you notify us orally, we may require that you file a written report within (10) business days. If we do not receive the written report within ten (10) business days, we are not obligated to investigate your claim. Generally, we will report the results of our investigation within (10) business days after we receive all information we believe we need to properly investigate and answer your claim (the “Initial Investigation Period”). If we determine that there is an error in your Cardholder Account caused by us or one of our service providers, we will correct any error promptly and credit your Cardholder Account as appropriate. If we need more time to investigate your claim, we may take up to a total of forty-five (45) calendar days (after the time we receive all information we need to investigate the claim) to complete our investigation of your complaint or question. If we decide to take this additional time, we will re-credit your Cardholder Account at the end of the initial investigation Period for the amount you think is in error so that you will have use of the money during the time it takes us to complete our investigation. If we determine that there was no error, we will send you a written explanation within three (3) business days after we finish our investigation and, if we previously re-credited your Cardholder Account pending the completion of our investigation, we will re-charge your Cardholder Account. If we determine that there was an error, we will confirm that fact in writing. You may

request copies of documents that we may have used in our investigation if you do not already have a copy of such documents. We reserve the right to make appropriate adjustments or corrections to the amounts allocated to your Cardholder Account in order to reflect the correct balance that should be in your Cardholder Account. Any such adjustments or corrections will be reflected in your Statement of Transactions.

Liability in the Event of Loss, Theft or Unauthorized Use. Contact us as provided in Contact Information IMMEDIATELY if your Card has been lost or stolen or if someone has accessed or may access your Card or Cardholder Account without your permission. Notifying us immediately or as promptly as possible after the loss, theft or other unauthorized use of your Card is the best way to prevent any loss from theft or other unauthorized use. Failure to properly activate your Card may also result in loss of funds. When you notify us of loss, theft or other unauthorized use, you may request that your balance is transferred to a replacement Card, for which you will be charged a replacement card fee (see Appendix A). We will also begin investigating your claim.

Revocation, Expiration and Surrender. Each Card is our property. We may revoke your Card at any time without cause or prior notice. If we revoke your Card, you must cease using it and surrender or destroy it immediately upon learning that is revoked. Within thirty (30) of the expiration or revocation or other termination of your Card, we will remit to you, after deducting any outstanding transactions and all applicable fees, or within such longer period as may be reasonably necessary to protect us against the risk of reversal of a charge or other liability, any amount remaining in the PDNB Agency Pooled Account which is credited to you. We may require you to surrender your card to use as a condition to sending you any remaining value.

Liens, Attachments and Garnishments. If we are served with a notice of lien, attachment, garnishment or other proceeding relating to you or your card, we are authorized without notice to you (unless otherwise required by law) to pay such amount to the court or creditor in accordance with applicable state or federal law.

Privacy Disclosure. A copy of our Privacy Policy is attached as Appendix B and is a part of this Agreement. Our Privacy Policy governs our use and protection of the information you provide to us about yourself and your Cardholder Account.

Governing Law. The interpretation and enforcement of this Agreement shall be governed by and construed in accordance with the laws of the United States and the State of California without regard to principles of conflict of laws.

Arbitration. Any controversy, claim or dispute arising out of or relating to this Agreement, shall be settled solely and exclusively by binding arbitration in Los Angeles, California. Such arbitration shall be conducted in accordance with the then prevailing commercial arbitration rules of JAMS/Endispute ("JAMS"), with the following exceptions if in conflict: (a) one arbitrator shall be chosen by JAMS; (b) each party to the arbitration will pay its pro rata share of the expenses and fees of the arbitrator, together with other expenses of the arbitration incurred or approved by the arbitrator; and (c) arbitration may proceed in the absence of any party if written notice (pursuant to the JAMS' rules and regulations) of the proceedings has been given to such party. Each party shall bear its own attorneys fees and expenses. The parties agree to abide by all decisions and awards rendered in such proceedings. Such

decisions and awards rendered by the arbitrator shall be final and conclusive and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. All such controversies, claims or disputes shall be settled in this manner in lieu of any action at law or equity; provided however, that nothing in this subsection shall be construed as precluding the bringing an action for enforcement of the judgment injunctive relief or other equitable relief. The arbitrator shall not have the right to award punitive damages or speculative damages to either party and shall not have the power to amend this Agreement. The arbitrator shall be required to follow applicable law. IF FOR ANY REASON THIS ARBITRATION CLAUSE BECOMES NOT APPLICABLE, THEN EACH PARTY, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY AS TO ANY ISSUE RELATING HERETO IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER MATTER INVOLVING THE PARTIES HERETO.

No Consolidation of Actions or Class Actions. You agree that there will be no class Claim, Claims by or on behalf of other persons will not be considered in or consolidated with the arbitration proceedings between you and us.

Other Actions Available; No Waiver of Right to Arbitrate. This Agreement does not limit your or our right, whether before, during or after any arbitration proceeding, to exercise self help remedies such as the right of set off or to obtain provisional or ancillary remedies or injunctive or other traditionally equitable relief (other than a stay of arbitration) necessary to protect the rights or property of the party seeking relief pending the arbitrator's determination of the merits of the Claim. The taking of any of the actions described in the preceding sentence by either party shall not be deemed to be a waiver of the right to demand arbitration of any Claim asserted as a counterclaim or the like in response to any such action.

Survivability. The foregoing "Dispute Resolution" provisions, in which you and we have agreed to arbitrate disputes, will survive the termination of your relationship with us, whether evidenced by this Agreement or otherwise.

Amendment. We may make changes to the terms and conditions of this Agreement at any time by posting such amendments to this Agreement on our web site and by making such amendments available upon request on our VRU System (see Contact Information).

Amendments will be effective sixty (60) days after such amendments are posted on our web site and available on our VRU System. Cardholders are responsible for periodically checking our web site and VRU System to ascertain whether this Agreement has been amended. If the change is for security reasons, we may implement it without advance notice.

Entire Agreement. This Agreement, together with the Appendices and any amendments to this Agreement, constitutes the agreement between you and us with respect to the Black History Prepaid MasterCard Program. No terms or other conditions apply to our relationship with one another unless those other terms and conditions are contained in a written document signed by both of us.

Severability. In the event any term of this Agreement is determined to be invalid, illegal or unenforceable, such determination shall be construed as narrowly as possible so as to affect only that term or portion of a term that is invalid, illegal or unenforceable, and all other portions of such term and the other terms of this Agreement shall remain valid and enforceable.

Termination. Each of us has the right to terminate this Agreement. You can terminate this Agreement upon giving us notice. We can also terminate this Agreement without advance notice, especially if we terminate due to your default or other nonperformance under this Agreement, as a security precaution, if we decide to terminate the Program or as otherwise provided in this Agreement. Otherwise, depending on the circumstances, we will attempt to give you reasonable notice of our decision to terminate this Agreement, but that may not be possible in all cases and we cannot guarantee you that we will give you notice. Regardless of how this Agreement is terminated, when it is terminated you must surrender your Card as soon as possible and we will return to you any Account Residue.

Inactive Cardholder Account. If you do not access your Card or Cardholder Account for two (2) years from the date of issue, your Card and Cardholder Account will be cancelled and, if available, we will use the most recent information we have to return the Account Residue to you. However, for registered Cardholders if that information is unavailable or out of date and we cannot otherwise return the funds to you with certainty, the Account Residue may be subject to applicable state laws regarding escheat (or forfeiture) to the state government of unclaimed property. Fairland Financial and PDNB reserve the right to charge an inactive account fee, as set forth in Appendix A, if your Card has not been used for a period of two (2) or more months. The inactive fee will be assessed in addition to any applicable monthly fee.

Indemnification. You agree to defend, indemnify and hold us, and our officers, directors, shareholders, employees, agents and representatives harmless from any claim, action, demand, loss, damage or liability (including attorneys' fees and costs) made or incurred on any third party arising out of or relating to your use of the Program services.

No Assignment. You may not assign or transfer any rights or obligations you may have under this Agreement to any third party without our prior written consent. We reserve the right to assign or transfer this Agreement or any right or obligation under this Agreement without your consent.

Licenses. This card is issued by Palm Desert National Bank pursuant to a license by MasterCard International Incorporated. MasterCard is a registered trademark of MasterCard International Incorporated.

Appendix A

Limitations, Program Fees and Availability service@blackhistorycard.com

Appendix B

PRIVACY POLICY Black History Prepaid MasterCard

PDNB knows that our customers' privacy is very important. As such, safeguarding your privacy will always be one of our highest priorities. We collect (or reserve the right to collect) the following type of nonpublic personal information about you from the following sources:

Information we receive from you, including but not limited to your name, address, telephone number and date of birth,

Information about your transactions with us or others such as account balances and card usage. PDNB may disclose all of the nonpublic information described above, as permitted by law. For example, we may disclose information in response to a request from law enforcement agencies or state regulators. We may also disclose all of the nonpublic personal information to companies that perform

marketing services on your behalf. In order to make available to you a wider variety of products and services, PDNB and Fairland Financial may arrange with non-affiliated parties to provide special offers. PDNB and Fairland Financial may disclose all of the nonpublic personal information described above to these parties, unless you opt-out by requesting us not to make those disclosures by calling the toll free numbers on the back of the Card. Your Opt-out choice does not apply to disclosures permitted by law or disclosures to which you have specifically consented. PDNB and Fairland Financial restrict access to your nonpublic personal information to those employees whom PDNB or Fairland Financial determine have a legitimate business purpose to access such information in relation with the products and services delivered to you. We reserve the right to modify or supplement this Privacy Policy at any time. Our Privacy Policy is posted on our web site and you are requested to review our policy on at least an annual basis.

Our standards also apply to the confidentiality of visitors to our web site. While we may gather non-specific information such as the date and time our site was visited and the browser used, we do not collect specific information about you in this way. Some areas of our web site use “cookies” to allow us to know if you have visited this site before. If you voluntarily send us information, by e-mail or by completing one of our online registration forms, we will retain the information so that we may respond to your request or assist you.

If you have any concerns about this statement, or with our privacy practices or this Policy, please contact us as detailed in Appendix A.: