

Mastercard® Reward Card Cardholder Agreement

CUSTOMER SERVICE CONTACT INFORMATION:

700 State Highway 121 BYP Suite 200
 Lewisville TX, 75067 ("Address")
 www.MyPrepaidCenter.com ("Website")
 888-371-2109 (toll free in USA); 339-234-6415 (outside USA) ("Customer Service Number")

IMPORTANT NOTICES:

- (1) THIS CARD HAS BEEN ISSUED FOR LOYALTY/AWARD/PROMOTIONAL PURPOSES AND IS NOT A GIFT CARD; NOR IS IT INTENDED FOR GIFTING PURPOSES.
- (2) YOUR CARD HAS A VALID THRU DATE EMBOSSED ON THE FRONT OF THE CARD. ONCE THE VALID THRU DATE HAS PASSED, YOUR CARD MAY BE SUBJECT TO A MONTHLY MAINTENANCE FEE, SUBJECT TO APPLICABLE LAW.
- (3) PLEASE READ CAREFULLY. THIS AGREEMENT CONTAINS AN ARBITRATION PROVISION ("DISPUTE CLAUSE" SECTION) REQUIRING ALL CLAIMS TO BE RESOLVED BY WAY OF BINDING ARBITRATION.
- (4) ALWAYS KNOW THE EXACT DOLLAR AMOUNT AVAILABLE ON YOUR CARD. MERCHANTS MAY NOT HAVE ACCESS TO DETERMINE YOUR CARD BALANCE.
- (5) IF YOU DO NOT AGREE TO THESE TERMS, DO NOT USE THE CARD, AND CANCEL THE CARD BY CALLING THE CUSTOMER SERVICE NUMBER.

Fees and Expiration Dates associated with your Reward Card

Monthly Maintenance Fee (upon expiration): The amount of this fee is disclosed on the Card Carrier

Subject to applicable law, one month after your Card expires, a monthly maintenance fee as disclosed on the Card Carrier will be assessed to your Card. This fee will be assessed to your Card as long as there are funds remaining on your Card.

Replacement Card Fee: The amount of this fee (if any) is disclosed on the Card Carrier

Expedited Delivery Fee: The amount of this fee (if any) is disclosed on the Card Carrier

International Transaction Fee: 2% of the transaction amount (See Section on "Using Your Card" for additional information)

Although your Card may have an expiration date, the funds on your Card do not expire. Upon expiration, you must visit the Website at www.MyPrepaidCenter.com or call the Customer Service Number to access the remaining balance on your Card.

This Cardholder Agreement ("Agreement"), which also includes the carrier to which your Card was attached (the "Card Carrier"), sets forth the terms and conditions under which the Mastercard Reward Card has been issued to you. In this Agreement, "Card" means the Mastercard Reward Card issued to you by MetaBank®. "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 MetaBank, our successors, affiliates or assignees. "Corporate Sponsor" means the manufacturer, retailer, distributor, or marketer of the Card. The Card will remain the property of MetaBank 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 (and the Card Carrier) for future reference.

1. ABOUT YOUR CARD

Your Card is loaded with a specific value and redeemable where the Card is honored. To find out where the Card is honored, visit the Website at www.MyPrepaidCenter.com or call the Customer Service Number. The Corporate Sponsor is able to add funds to the Card if stated on the Card Carrier. You do not have the ability to add funds to the Card. You should treat your Card with the same care as you would treat cash. Your Card account does not constitute a checking or savings account and is not connected in any way to any other account you may have. The Card is not a credit card. You will not receive any interest on the funds in your Card account. If you have registered your Card, the funds in your Card account will be insured by the Federal Deposit Insurance Corporation ("FDIC"), subject to applicable limitations and restrictions of such insurance. You may register the Card by visiting the Website at www.MyPrepaidCenter.com or by calling the Customer Service Number.

2. USING YOUR CARD

a. Accessing Funds and Limitations

You must activate your Card prior to use by visiting the Website at www.MyPrepaidCenter.com or calling the Customer Service Number. The funds accessible to you after activation are provided by the Corporate Sponsor of the product you have purchased, not by the issuer of the card. That Corporate Sponsor is fully responsible for ensuring funds are available to be loaded to your Card.

You may use your Card to purchase goods or services where the Card is honored. To find out where the Card is honored, visit the Website at www.MyPrepaidCenter.com or call the Customer Service Number. Each time you use your Card, you authorize us to reduce the value available on your Card by the amount of the transaction. Your Card cannot be redeemed for cash or used to obtain cash in any transaction.

Each time you use your Card, you represent and warrant to us that you are either the Cardholder or an authorized user of the 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. If the Card has not been registered or you do not supply the address currently on file for the Card, you may not be able to complete a transaction for which this information has been requested. If you wish to make such a transaction, you will need to visit the Website at www.MyPrepaidCenter.com or call Customer Service to register your Card.

In no event may the Card be used to redeem cash or conduct illegal transactions. For security reasons, we may limit the amount or number of transactions you can make on the Card. We may refuse to process any transaction that we believe may violate the terms of this Agreement.

b. Foreign Transactions

Foreign Transaction Fee: If you obtain funds (or make a purchase) in a currency or country other than the currency or country in which the Card was issued ("Foreign Transaction"), the transaction will be converted to U.S. Dollars in accordance with the Currency Conversion process below, and you will be charged a fee equal to 2% of the total amount of the transaction in U.S. Dollars. The card association may consider transactions occurring in U.S. territories to be Foreign Transactions, so transactions originating from these locations may be subject to Foreign Transaction Fee. If you return an item for credit in a Foreign Transaction, we will not refund any Foreign Transaction Fee that may have been charged on your original purchase.

Currency Conversion: If you make a Foreign Transaction, the amount deducted from your funds will be converted by the network or card association that processes the transaction into an amount in the currency of your Card. MasterCard International Inc. and Visa U.S.A. Inc. currently use a conversion rate that is either: (i) selected from the range of rates available in wholesale currency markets (which may vary from the rate the association itself receives), or (ii) the government-mandated rate in effect for the applicable central processing date. The conversion rate selected by the network is independent of the Foreign Transaction Fee that we charge as compensation for our services.

c. Personal Identification Number ("PIN")

If you wish to make PIN debit purchases, you may obtain a PIN by visiting the Website at www.MyPrepaidCenter.com or calling the Customer Service Number. **Cards are not accepted at ATMs and cannot be used to obtain cash in any purchase transaction.** You should not write or keep your PIN with your Card. Never share your PIN with anyone and do not enter your PIN into any terminal that appears to be modified or suspicious. If you believe that there has been unauthorized access to your PIN, you should advise us immediately, following the procedures in the section labeled "Unauthorized Transactions."

d. Obtaining Card Balance Information

You should keep track of the amount of value loaded on Cards issued to you. You may obtain information about the amount of money you have remaining in your Card account at no charge by contacting Customer Service. This information, along with a 60-day history of account transactions, is also available online by visiting our Website. You also have the right to obtain a sixty (60) day written history of account transactions by contacting Customer Service.

e. Authorization Holds

You do not have the right to stop payment on any purchase transaction originated by use of your Card. With certain types of purchases (such as those made at restaurants, hotels, or similar purchases), your Card may be "preauthorized" for an amount greater than the transaction amount to cover gratuity or incidental expenses. Any preauthorization amount will place a "hold" on your available funds until the merchant sends us the final payment amount of your purchase. Once the final payment amount is received, the preauthorization amount on hold will be removed. During this time, you will not have access to preauthorized amounts. 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.

f. Returns and Refunds

If you are entitled to a refund for any reason for goods or services obtained with your Card, the return and refund will be handled by the merchant. If the merchant credits your Card, the credit may not be immediately available. While merchant refunds post as soon as they are received, please note that we have no control over when a merchant sends a credit transaction and the refund may not be available for a number of days after the date the refund transaction occurs.

g. Receipts

You may wish to retain receipts as a record of transactions. Receipts will be required if you need to verify a transaction.

h. Split Transactions and other uses

If you do not have enough funds available in your Card account, you can instruct the merchant to charge a part of the purchase to the Card and pay the remaining amount with another form of payment. These are called "split transactions." Some merchants do not allow cardholders to conduct split transactions. Some merchants will only allow you to do a split transaction if you pay the remaining amount in cash.

If you use your Card number without presenting your Card (such as for an internet transaction, a mail order or a telephone purchase), the legal effect will be the same as if you used the Card itself.

YOU ARE NOT ALLOWED TO EXCEED THE BALANCE OF THE FUNDS AVAILABLE ON YOUR CARD. If you attempt to use the Card when there are insufficient funds associated with it, the transaction will generally be declined. Nevertheless, if a transaction exceeds the balance of the funds available in your Card account, you shall remain fully liable to us for the amount of the transaction and agree to pay us promptly for the negative balance. We also reserve the right to cancel this Card and close your Card account should you create one or more negative balances with your Card.

3. REPLACEMENT CARD

The funds on your Card do not expire. The "valid thru" date indicated on the front of your Card is not an expiration date, but is intended primarily for fraud protection purposes and also permits your Card to be used with certain Internet or mail/telephone order merchants. After the "valid thru" date, your available funds will be temporarily unavailable until you contact Customer Service for a replacement Card with a new "valid thru" date. You will not be charged a replacement Card fee if you are ordering a replacement Card due to your Card expiring, in order to continue accessing unused funds. If your Card still has

unused funds on it after your Card expires, you may order a new Card by contacting Customer Service. If your Card is lost or stolen, and you are calling for a replacement Card due to that purpose, you may be charged a Lost/Stolen Card Replacement Fee, as noted in the Fee Chart above and further explained in the "Unauthorized Transactions" section below. Upon contacting us for any lost/stolen card, your funds will be temporarily unavailable until you activate your replacement Card.

4. BUSINESS DAYS

For purposes of these disclosures, our business days are Monday through Friday, excluding holidays

5. UNAUTHORIZED TRANSACTIONS

a. Contact Customer Service Immediately

If you believe the Card has been lost or stolen or an unauthorized transaction has been made using the information from the Card without your permission, contact the Customer Service Number IMMEDIATELY. We will ask for the Card number and other identifying details. **We cannot assist you if you do not have the Card number.** We reserve the right to investigate any claim you may make with respect to a lost or stolen Card or unauthorized transaction, and you agree to cooperate with such investigation. We may not be able to assist you if you do not contact us within 60 days of the unauthorized transaction. We will charge a fee as noted in the fee table above (subject to applicable law) for any lost/stolen Card, which will be deducted from the balance on the Card. A reissued Card may take up to 30 days to process.

b. Your Liability for Unauthorized Mastercard Card Transactions

Under Mastercard's Zero Liability Policy, your liability for unauthorized transactions on your Card is \$0.00 if you notify us promptly upon becoming aware of the loss or theft, and you exercise reasonable care in safeguarding your Card from loss, theft, or unauthorized use. These provisions limiting your liability do not apply to debit transactions not processed by Mastercard or to unregistered cards.

6. NO WARRANTIES AND LIMITATION OF LIABILITY

We are not responsible for the quality, safety, legality, or any other aspect of any goods or services purchased with a Card or using the Card Account. Further, we will not be liable:

- (1) If, through no fault of ours, you do not have enough funds available in your Card account to complete the transaction;
- (2) If a merchant refuses to accept your Card;
- (3) 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;
- (4) If access to your Card has been blocked after you reported your Card lost or stolen;
- (5) If there is a hold or your funds are subject to legal process or other encumbrance restricting their use;
- (6) If we have reason to believe the requested transaction is unauthorized;
- (7) 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; or
- (8) For any other exception stated in our Agreement with you.

7. OTHER TERMS

The 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 any time (for example, assessing a fee less than described, or not all, for any reason does not waive our right to begin charging the fee as set forth in this Agreement without notice). 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. Should your Card have a remaining balance after a certain period of time, we may be required to remit the remaining funds to the appropriate state agency.

8. AMENDMENT AND CANCELLATION

We may amend or change the terms of this Agreement at any time, subject to applicable law. You will

be notified of any change in the manner required by applicable law prior. However, if the change is made for security purposes, we can implement such change without prior notice. You may close your Card at any time by contacting the Customer Service Number. Your termination of this Agreement will not affect any of our rights or your obligations arising under this Agreement prior to termination.

9. TELEPHONE MONITORING/RECORDING

We may monitor and/or record telephone calls between you and us to assure the quality of our customer service or as required by applicable law.

10. ENGLISH LANGUAGE CONTROLS

Translations of this Agreement that may have been provided are for your convenience only and may not accurately reflect the original English meaning. The meanings of terms, conditions, and representations herein are subject to definitions and interpretations in the English language.

11. PRIVACY

Information We Collect:

- (1) Information about purchases made with the Card, such as date of purchase, amount and place of purchase
- (2) Information you provide to us when you apply for a Card, or for replacement Cards or when you contact us with customer service issues, such as name, address, phone number

Disclosures: We may also disclose information about the Card or the transactions you make to third parties in order to:

- (1) Complete transactions;
- (2) Verify the existence and condition of the Card for a third party, such as merchant;
- (3) Provide customer services;
- (4) Process claims for lost or stolen Cards;
- (5) Help protect against fraud and to conduct research and analysis; or
- (6) Comply with government agency or court orders, or other legal reporting requirements.

We may also provide information to our employees, auditors, affiliates, service providers, or attorneys as needed, or to any third party if you give us your written permission.

Privacy Policy: : If you have questions about your privacy, or desire to see our full Privacy Policy, please visit the Website at www.MyPrepaidCenter.com or call the Customer Service Number.

12. WAIVER OF RIGHT TO TRIAL BY JURY

YOU AND WE ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL RIGHT BUT MAY BE WAIVED IN CERTAIN CIRCUMSTANCES. TO THE EXTENT PERMITTED BY LAW, YOU AND WE KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION ARISING OUT OF OR RELATED TO THIS AGREEMENT. THIS JURY TRIAL WAIVER SHALL NOT AFFECT OR BE INTERPRETED AS MODIFYING IN ANY FASHION THE DISPUTE CLAUSE SET FORTH IN THE FOLLOWING SECTION, IF APPLICABLE, WHICH CONTAINS ITS OWN SEPARATE JURY TRIAL WAIVER.

13. DISPUTE CLAUSE

We have put this Dispute Clause in question and answer form to make it easier to follow. However, this Dispute Clause is part of this Agreement and is legally binding.

Background and Scope.

Question	Short Answer	Further Detail
What is arbitration?	An alternative to court	In arbitration, a third party arbitrator ("Arbitrator") solves Disputes in an informal hearing.
Is it different from court and jury trials?	Yes	The hearing is private. There is no jury. It is usually less formal, faster and less expensive than a lawsuit. Pre-hearing fact finding is limited. Appeals are limited. Courts rarely overturn arbitration awards.
Can you opt-out of this Dispute Clause?	Yes, within 60 days	If you do not want this Dispute Clause to apply, you must send us a signed notice within 60 calendar days after you purchase the Card. You must send the notice in writing (and not electronically) to our Notice Address, Attn: General Counsel. Provide your name, address and Card number. State that you "opt out" of the dispute clause.
What is this Dispute Clause about?	The parties' agreement to arbitrate Disputes	Unless prohibited by applicable law and unless you opt out, you and we agree that you or we may elect to arbitrate or require arbitration of any "Dispute" as defined below.
Who does the Dispute Clause cover?	You, us and certain "Related Parties"	This Dispute Clause governs you and us. It also covers certain "Related Parties": (1) our parents, subsidiaries and affiliates; (2) our employees, directors, officers, shareholders, members and representatives; and (3) any person or company that is involved in a Dispute you pursue at the same time you pursue a related Dispute with us.
What Disputes does the Dispute Clause cover?	All Disputes (except certain Disputes about this Dispute Clause)	This Dispute Clause governs all "Disputes" that would usually be decided in court and are between us (or any Related Party) and you. In this Dispute Clause, the word "Disputes" has the broadest reasonable meaning. It includes all claims even indirectly related to your Card or this Agreement. It includes claims related to the validity in general of this Agreement. However, it does not include disputes about the validity, coverage or scope of this Dispute Clause or any part of this Dispute Clause. (This includes a Dispute about the rule against class arbitration.) All such disputes are for a court and not an Arbitrator to decide.
Who handles the arbitration?	Usually AAA or JAMS	Arbitrations are conducted under this Dispute Clause and the rules of the arbitration administrator in effect when the arbitration is started. However, arbitration rules that conflict with this Dispute Clause do not apply. The arbitration administrator will be either: <ul style="list-style-type: none"> • The American Arbitration Association ("AAA"), 1633 Broadway, 10th Floor, New York, NY 10019, www.adr.org. • JAMS, 620 Eighth Avenue, 34th Floor, New York, NY 10018, www.jamsadr.org • Any other company picked by agreement of the parties. If all the above options are unavailable, a court will pick the administrator. No arbitration may be administered without our consent by any administrator that would permit a class arbitration under this Dispute Clause. The arbitrator will be selected under the administrator's rules. However, the arbitrator must be a lawyer with at least ten years of experience or a retired judge unless you and we otherwise agree.
Can Disputes be litigated?	Sometimes	Either party may bring a lawsuit if the other party does not demand arbitration. We will not demand arbitration of any lawsuit you bring as an individual action in small-claims court. However, we may demand arbitration of any appeal of a small-claims decision or any small-claims action brought on a class basis.
Are you giving up any rights?	Yes	For Disputes subject to this Dispute Clause, you give up your right to: <ol style="list-style-type: none"> 1. Have juries decide Disputes. 2. Have courts, other than small-claims courts, decide Disputes. 3. Serve as a private attorney general or in a representative capacity. 4. Join a Dispute you have with a dispute by other consumers. 5. Bring or be a class member in a class action or class arbitration. We also give up the right to a jury trial and to have courts decide Disputes you wish to arbitrate.
Can you or another consumer start a class arbitration?	No	The Arbitrator is not allowed to handle any Dispute on a class or representative basis. All Disputes subject to this Dispute Clause must be decided in an individual arbitration or an individual small-claims action. This Dispute Clause will be void if a court rules that the Arbitrator can decide a Dispute on a class basis and the court's ruling is not reversed on appeal.
What law applies?	The Federal Arbitration Act ("FAA")	This Agreement and the Cards involve interstate commerce. Thus, the FAA governs this Dispute Clause. The Arbitrator must apply substantive law consistent with the FAA. The Arbitrator must honor statutes of limitation and privilege rights. Punitive damages are governed by the constitutional standards that apply in judicial proceedings.
Will anything I do make this Dispute Clause ineffective?	No	This Dispute Clause stays in force even if: (1) you or we end this Agreement; or (2) we transfer or assign our rights under this Agreement.

Process.

What must a party do before starting a lawsuit or arbitration?	Send a written Dispute notice and work to resolve the Dispute	Before starting a lawsuit or arbitration, the complaining party must give the other party written notice of the Dispute. The notice must explain in reasonable detail the nature of the Dispute and any supporting facts. If you are the complaining party, you must send the notice in writing (and not electronically) to our Notice Address, Attn: General Counsel. You or an attorney you have personally hired must sign the notice and must provide the Card number and a phone number where you (or your attorney) can be reached. A letter from us to you will serve as our written notice of a Dispute. Once a Dispute notice is sent, the complaining party must give the other party a reasonable opportunity over the next 30 days to resolve the Dispute on an individual basis.
How does an arbitration start?	Mailing a notice	If the parties do not reach an agreement to resolve the Dispute within 30 days after notice of the Dispute is received, the complaining party may commence a lawsuit or an arbitration, subject to the terms of this Dispute Clause. To start an arbitration, the complaining party picks the administrator and follows the administrator's rules. If one party begins or threatens a lawsuit, the other party can demand arbitration. This demand can be made in court papers. It can be made if a party begins a lawsuit on an individual basis and then tries to pursue a class action. Once an arbitration demand is made, no lawsuit can be brought and any existing lawsuit must stop.
Will any hearing be held nearby?	Yes	The Arbitrator may decide that an in-person hearing is unnecessary and that he or she can resolve a Dispute based on written filings and/or a conference call. However, any in-person arbitration hearing must be held at a place reasonably convenient to you.
What about appeals?	Very limited	Appeal rights under the FAA are very limited. The Arbitrator's award will be final and binding. Any appropriate court may enter judgment upon the arbitrator's award.

Arbitration Fees and Awards.

Who bears arbitration fees?	Usually, we do.	We will pay all filing, administrative, hearing and Arbitrator fees if you act in good faith, cannot get a waiver of such fees and ask us to pay.
When will we cover your legal fees and costs?	If you win	If you win an arbitration, we will pay the reasonable fees and costs for your attorneys, experts and witnesses. We will also pay these amounts if required under applicable law or the administrator's rules or if payment is required to enforce this Dispute Clause. The Arbitrator shall not limit his or her award of these amounts because your Dispute is for a small amount.
Will you ever owe us for arbitration or attorneys' fees?	Only for bad faith	The Arbitrator can require you to pay our fees if (and only if): (1) the Arbitrator finds that you have acted in bad faith (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)); and (2) this power does not make this Dispute Clause invalid.
Can an award be explained?	Yes	A party may request details from the Arbitrator, within 14 days of the ruling. Upon such request, the Arbitrator will explain the ruling in writing.

This Card is issued by MetaBank, Member FDIC, pursuant to a license from Mastercard International Incorporated.
5501 S. Broadband Lane
Sioux Falls, SD 57108
888-371-2109 (toll free in USA); 339-234-6415 (outside USA)
www.MyPrepaidCenter.com
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