

CARDHOLDER AGREEMENT CONTINUED

IMPORTANT – PLEASE READ CAREFULLY

1. Terms and Conditions for this Card

This document constitutes the agreement ("Agreement") outlining the terms and conditions under which this reward 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. Please sign your Card immediately. In this Agreement, "Card" means the Reward Card issued to you by MetaBank® in connection with a loyalty, award or promotion program. "You" and "your" means the person who has received the Card and is authorized to use the Card as provided for in this Agreement. "We," "us," "our," and "Bank" mean MetaBank, Member FDIC, our successors, affiliates or assignees. 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 for future reference.

2. Definitions

The Card allows you to access the available value on the Card. **This Card is not a gift card and should not be used for gifting purposes.** The Card is a prepaid reward card that has been provided pursuant to a conditional offer. In order to obtain the card, you understand and agree that all conditions of the offer must be met. The Card allows you to access value on the Card. The Card does not constitute a checking, savings or other bank 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 available value 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.**

3. Using Your Card

You must activate your Card prior to use by calling the number or going to the website indicated on the Card. The available value accessible to you after activation was provided by the manufacturer, retailer, distributor, or marketer of the product you have purchased, not the Card issuer. That manufacturer, retailer, distributor, or marketer is fully responsible for ensuring funds are available to be loaded to 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. You are responsible for all 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. If you do not have enough value loaded on your Card 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 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 not use your Card for any illegal transactions. **CARDS ARE NOT ACCEPTED AT ATMs AND CANNOT BE USED TO ACCESS CASH OR OBTAIN CASH BACK IN ANY PURCHASE TRANSACTION.**

You should keep track of the amount of value loaded on Cards issued to you. You may obtain the current value on your Card by visiting MyPrepaidCenter.com or by calling us at the Customer Service number shown on your Card and listed below at any time. If you have questions on Card usage, please call us at any time at 877-610-1075; outside the U.S. call 801-214-8892. Each time you use your Card, you authorize us to reduce the value available on your Card by the amount of the transaction. You are not allowed to exceed the available amount on your Card through an individual transaction or a series of transactions. **YOU MAY NOT USE THE CARD FOR REVOLVING PAYMENTS SUCH AS NEWSPAPER SUBSCRIPTIONS OR MEMBERSHIPS.** Nevertheless, if a transaction exceeds the balance available on your Card (creating a "negative balance") you shall remain fully liable to us for the amount of the transaction. You agree to pay us promptly for the negative balance. We also reserve the right to cancel this Card should you create a negative balance with your Card.

You do not have the right to stop payment on any purchase transaction originated by use of your Card. 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 thirty (30) business days. You will visit MyPrepaidCenter.com to select a PIN. This card, however, does not have ATM or cash access. If you use a PIN, swipe the card as debit, not credit.

4. 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. It may take up to 30 days for the amount of the refund to be credited to your Card for transactions both within the U.S and outside the U.S.

5. International Transaction Fee

If you make a purchase in a currency or country other than the currency or country in which your Card was issued, the amount deducted from your available balance will be converted by Visa® into an amount in the currency of your Card. We will establish a currency conversion rate for this convenience, using a rate selected by Visa International Incorporated from the range of rates available in wholesale currency markets for the applicable central processing date which may vary from the rate Visa receives, or the government-mandated rate in effect for the applicable central processing date, in each instance, plus or minus any adjustment determined by the Bank. This percentage amount is independent of any amount taken by the Bank in

accordance with the following section of these Terms & Conditions.

If you make a purchase in a currency or country other than the currency or country in which your Card was issued, the Bank may increase the currency conversion rate (described in the immediately preceding section) up to an additional 2% and will retain this amount as compensation for its services. This charge is independent of the currency conversion rate established by Visa.

Cards may not be redeemed in certain prohibited countries. The prohibited countries list is subject to change. For an up-to-date list visit MyPrepaidCenter.com.

6. Receipts

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

7. Money Being Added to Your Card

You may not add funds to the Card. However, if the Card is reloadable the corporate sponsor from whom you received your Card may add additional funds to your Card. Once you remove funds from your Card, they cannot be placed back on the Card, unless it is necessary due to circumstances otherwise allowed in this Agreement. If the Card is non reloadable the term "non reloadable" will appear on the back of the Card above the magnetic strip.

8. Our Liability for Failure to Complete Transactions

In no event will we be liable for consequential damages (including lost profits), extraordinary damages, special or punitive damages.

9. Your Liability for Unauthorized Transfers

You agree to safeguard the Card and treat it like cash. The Card can be replaced if it is lost or stolen or if you believe that an electronic fund transfer has been made without your permission, with certain restrictions.

Tell us, AT ONCE, if you believe your Card has been lost or stolen or of any unauthorized transactions. You should call 877-610-1075 immediately to report a lost or stolen Card. You will be required to provide your name, the Card number, original value, and transaction history. Telephoning toll-free the number listed on the back of your Card is the best way of keeping your possible losses down. If your Card has been lost or stolen, we will close your Card to keep losses down. We reserve the right to investigate any claim you may make with respect to a lost or stolen Card, and you agree to cooperate with such investigation. We may ask you for a written statement, affidavit or other information in support of the claim. We will charge a Card reissue / replacement fee (subject to applicable law, please see carrier for detail) for any lost/ stolen Card, which will be deducted from the balance on the Card. The 1st replacement card is free. If expedited delivery service is requested, a fee will be assessed to the remaining balance of the Card. A reissued Card may take up to 30 days to process. You acknowledge that purchases made with prepaid Cards, such as the Card, are similar to those made with cash. You cannot "stop payment" or lodge a "billing dispute" on such transactions. Any problems or disputes you may have regarding a purchase should be addressed directly with the merchant.

Your liability for unauthorized transactions that take place on the Visa system is Zero dollars (\$0). We do require you to provide a written statement regarding claims of unauthorized signature transactions. These provisions limiting your liability do not apply to POS, Pinless, or any other debit transactions not processed by Visa. You may not be entitled to zero dollar liability in the event you did not exercise reasonable care in safeguarding your Card from unauthorized use. For example, if you directly gave permission or implied that a person had the right to use your Card, that use is not unauthorized. Additionally, if you received benefit from the purchase, the use is not unauthorized, and you may not be eligible for this zero liability coverage.

10. Transaction History

You may obtain information about the available balance you have remaining on your Card by calling in the US 877-610-1075 or outside the US 801-214-8892. This information, along with a history of account transactions, is also available online at MyPrepaidCenter.com or by mailing a written request to IntelISpend Prepaid Solutions / 1400 S. Highway Drive/ Fenton, MO 63099.

11. 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 any time. 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.

We may, in our sole discretion, adjust the value of the Card to correct transactional or issuance errors or discrepancies.

You may not add funds to the Card. However, if the Card is reloadable the corporate sponsor from whom you received your Card may add additional funds to your Card. If the Card is non-reloadable additional value cannot be added to the Card. If the Card is non-reloadable the word "non-reloadable" will appear on the back of the Card above the magnetic strip.

12. Amendment and Cancellation

We may amend or change the terms of this Agreement at any time. If your Card is registered, 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, or if your Card is not registered, 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.

13. Information About Your Right to Dispute Errors

You are responsible for resolving disputes arising out of the Card transactions, including disputes related to the quality, safety or legality of merchandise or services. In case of errors or questions about your Card transactions, call 877-610-1075 (outside the U.S. call 801-214-8892), or by mailing a written request to Intelispend Prepaid Solutions / 1400 S. Highway Drive/ Fenton, MO 63099, if you think your receipt is wrong or if you need more information about a transaction on the receipt.¹⁵ Privacy and Data Protection Our Privacy Policy explains in detail how we collect your personal information and with whom we may share it. You may view our Privacy Policy by visiting www.MyPrepaidCenter.com and clicking the "Privacy Policy" link at the bottom of the page.

Here is a general description of how we collect and handle your personal information:

(i) Information We Collect ("Cardholder Information"):

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

(ii) **Information Security:** Except as otherwise disclosed in this Agreement, only those persons who need it to perform their job responsibilities are authorized to have access to Cardholder Information. In addition, we maintain physical, electronic and procedural security measures that comply with federal regulations to safeguard Cardholder Information.

(iii) **Disclosure:** We may use Cardholder Information to provide customer services, to process claims for lost or stolen Cards, to develop marketing programs, to help protect against fraud, and to conduct research and analysis. In addition, it is often necessary for us to disclose Cardholder Information for the same purposes to companies that work with us. For example, we may provide certain Cardholder Information to companies that perform business operations or services, including marketing services, on our behalf, or other institutions with which we have a joint marketing agreement. We may also provide certain Cardholder Information to others as permitted by law, such as government entities or other third parties in response to subpoenas. Without limiting the foregoing, subject to applicable law, we may disclose information to third parties about you, 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 a merchant; (3) in order to comply with government agency, court order, or other legal reporting requirements; (4) with your permission; or (5) to our employees, auditors, affiliates, service providers, or attorneys as needed.

Questions? Call 877-610-1075 or go to MyPrepaidCenter.com

14. 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.

15. No Warranty Regarding Goods and Services

We are not responsible for the quality, safety, legality, or any other aspect of any goods or services you purchase with your Card.

16. Arbitration

- (a) **Purpose:** This section ("Arbitration Provision") sets forth the circumstances and procedures under which claims (as defined below) may be arbitrated instead of litigated in court.
- (b) **Definitions:** As used in this Arbitration Provision, the term "Claim" means any claim, dispute or controversy between you and us arising from or relating to the Card or this Agreement including the validity, enforceability or scope of this Arbitration Provision or the Agreement. Claim includes claims of every kind and nature and is to be given the broadest possible meaning that will be enforced. We shall not elect to use arbitration under the Arbitration Provision for any Claim that you properly file and pursue in a small claims court of your state or municipality so long as the Claim is individual and pending only in the court.

As used in the Arbitration Provision, the terms "we" and "us" shall for all purposes mean the Bank, wholly or majority owned subsidiaries, affiliates, licensees, predecessors, successors, and assigns; and all of their agents, employees, directors and representatives. In addition, "we" or "us" shall include any third party using or providing any product, service or benefit in connection with any Cards (including, but not limited to merchants who accept the Card, third parties who use or provide services, debt collectors and all of their agents, employees, directors and representatives) if, and only if, such third party is named as a co-party with us (or files a Claim with or against us) in connection with a Claim asserted by you. As solely used in this Arbitration Provision, the terms "you" or "yours" shall mean all persons or entities approved by us to have and/or use a Card.

- (c) **Initiation of Arbitration Proceeding/Selection of Administrator:** Any Claim shall be resolved, upon the election by you or us, by arbitration pursuant to this Arbitration Provision and the code of procedures of the national arbitration organization to which the Claim is referred in effect at the time the Claim is filed, as selected by the party electing to use arbitration. If a selection by us of one of the following organizations is unacceptable to you, you shall have the right within 30 days after you receive notice of our election to select either of the other organizations listed. For a copy of the procedures, to file a Claim or for other information about these organizations, contact them as follows: (i) the National Arbitration Forum ("NAF") at P.O. Box 50191, Minneapolis, MN 55404; website at www.arbitration-forum.com; (ii) Judicial Arbitration and Mediation Services ("JAMS") at 1920 Main Street, Suite 300, Los Angeles, CA 92614; website at www.jamsadr.com; (iii) American Arbitration Association ("AAA") at 335 Madison Avenue, New York, NY 10017; website at www.adr.org.
- (d) **Significance of Arbitration:** IF ARBITRATION IS CHOSEN BY ANY PARTY WITH RESPECT TO A CLAIM, NEITHER YOU NOR WE WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM IN COURT OR HAVE A JURY TRIAL ON THAT CLAIM, OR TO ENGAGE IN DISCOVERY EXCEPT AS PROVIDED FOR IN THE CODE OF PROCEDURES OF THE NAF, JAMS, OR AAA, AS APPLICABLE (THE "CODE"). NOTE THAT OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT ALSO MAY NOT BE AVAILABLE IN ARBITRATION, INCLUDING BEING A MEMBER OF A CLASS.
- (e) **Restrictions on Arbitration:** If either party elects to resolve a Claim by arbitration, that Claim shall be arbitrated on an individual basis. There shall be no right or authority for any Claims to be arbitrated on a class action basis or on bases involving Claims brought in a purported representative capacity on behalf of the general public, other Cardholders or other persons similarly situated. Furthermore, Claims brought by you against us or by us against you may not be joined or consolidated in arbitration with Claims brought by or against someone other than you, unless otherwise agreed to in writing by all parties.
- (f) **Payment of Fees:** At your written request, we will consider in good faith making a temporary advance of all or part of the filing administrative and/or hearing fees for any Claim you initiate as to which you or we seek arbitration. The arbitrator (or panel) will decide who will ultimately be responsible for paying the filing, administrative and/or hearing fees in connection with the arbitration (or appeal).
- (g) **Arbitration Procedures:** This Arbitration Provision is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C. Sections 1-16, as it may be amended (the "FAA"). The arbitration shall be governed by the applicable Code, except that (to the extent enforceable under the FAA) this Arbitration Provision shall control if it is inconsistent with the applicable Code. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The arbitrator's decision will be final and binding, except you may have a right to appeal any decision entered in arbitration.
- (h) **Continuation:** This Arbitration Provision shall survive termination of your Card and any bankruptcy by you or us. If any portion of this Arbitration Provision is deemed invalid or unenforceable under any principle or provision of law or equity, consistent with the FAA, it shall not invalidate the remaining portions of this Arbitration Provision, the Agreement or any prior agreement you may have had with us, each of which shall be enforceable regardless of such invalidity.

This Card is issued by MetaBank, Member FDIC, pursuant to license by Visa U.S. Inc., 5501 S. Broadband Lane, Sioux Falls, SD 57108. For additional support, please 877-610-1075 or visit MyPrepaidCenter.com. Visa is a registered trademark of Visa U.S. Inc.

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