

## E-Sign Disclosure

This E-Sign Disclosure and Consent (“Disclosure”), applies to all Communications for any Account offered through [www.myprepaidcenter.com](http://www.myprepaidcenter.com) that is not otherwise governed by the terms and conditions of an electronic disclosure and consent.

The words “we,” “us,” and “our” refer to MetaBank®, Member FDIC, with whom you have your Account, and the words “you” and “your” mean you, the individual(s) or entity identified on the Account(s). As used in this Disclosure, “Account” means the account you have with us. “Communication” means any customer agreements or amendments thereto, disclosures, notices, responses to claims, transaction history, privacy policies and all other information related to the product or service, including but not limited to information that we are required by law to provide to you in writing.

- 1. Scope of Communications to Be Provided in Electronic Form.** When you use a product or service to which this Disclosure applies, you agree that we may provide you with any Communications in electronic format, and that we may discontinue sending paper Communications to you, unless and until you withdraw your consent as described below. If you withdraw your consent, you may request paper copies of transaction history or the cardholder agreement by calling customer service. Your consent to receive electronic communications and transactions includes, but is not limited to:
  - All legal and regulatory disclosures and communications associated with the product or service available through [www.myprepaidcenter.com](http://www.myprepaidcenter.com) for your Account
  - Notices or disclosures about a change in the terms of your Account or associated payment feature and responses to claims
  - Privacy policies and notices
- 2. Method of Providing Communications to You in Electronic Form.** All Communications that we provide to you in electronic form will be provided either (1) by access to a web site that we will designate in an e-mail notice we send to you at the time the information is available, or (2) to the extent permissible by law, by access to a web site that we generally designate in advance for such purpose.
- 3. How to Withdraw Consent.** You may withdraw your consent to receive Communications electronically by unsubscribing on [www.myprepaidcenter.com](http://www.myprepaidcenter.com) or writing to us at 700 State Hwy 121 BYP, Suite 200; Lewisville TX 75067. At our option, we may treat your provision of an invalid e-mail address, or the subsequent malfunction of a previously valid e-mail address, as a withdrawal of your consent to receive electronic Communications; however your access and use of [www.myprepaidcenter.com](http://www.myprepaidcenter.com) may be terminated. Any withdrawal of your consent to receive electronic Communications will be effective only after we have a reasonable period of time to process your withdrawal. If you have withdrawn your consent and wish to receive electronic Communications again in the future, you may do so by subscribing on [www.myprepaidcenter.com](http://www.myprepaidcenter.com) or writing to us at 700 State Hwy 121 BYP, Suite 200; Lewisville TX 75067
- 4. How to Update Your Records.** It is your responsibility to provide us with true, accurate and complete e-mail address, contact, and other information related to this Disclosure and your Account(s), and to maintain and update promptly any changes in this information. You can update information (such as your e-mail address) through [www.myprepaidcenter.com](http://www.myprepaidcenter.com) or by contacting us at 877-610-1075.
- 5. Hardware and Software Requirements.** In order to access, view, and retain electronic Communications that we make available to you, you must have:
  - an Internet browser that supports 128 bit encryption;
  - sufficient electronic storage capacity on your computer’s hard drive or other data storage unit;
  - an e-mail account with an Internet service provider and e-mail software in order to participate in our electronic Communications programs;
  - a personal computer (for PC’s: Pentium 120 MHz or higher; for Macintosh, Power Mac 9500, Power PC 604 processor: 120-MHz Base or higher), operating system and telecommunications connections to the Internet capable of receiving, accessing, displaying, and either printing or storing Communications received from us in electronic form via a plain text-formatted e-mail or by access to our web site using one of the browsers specified above.
- 6. Requesting Paper Copies.** We will not send you a paper copy of any communication, unless you request it or we otherwise deem it appropriate to do so. You can obtain a paper copy of an electronic Communication by printing it yourself or by requesting that we mail you a paper copy, provided that such request is made within a reasonable time after we first provided the electronic Communication to you. To request a paper copy, contact Customer Service at 877-610-1075 or write to us at 700 State Hwy 121 BYP, Suite 200; Lewisville TX 75067. We may charge you a reasonable service charge for the delivery of paper copies of any Communication provided to you electronically pursuant to this authorization. The amount of this fee (if any) is disclosed in the Fee Schedule. We reserve the right, but assume no obligation, to provide a paper (instead of electronic) copy of any Communication that you have authorized us to provide electronically.

- 7. Communications in Writing.** All Communications in either electronic or paper format from us to you will be considered “in writing.” You should print or download for your records a copy of this Disclosure and any other Communication that is important to you.
- 8. Federal Law.** You acknowledge and agree that your consent to electronic Communications is being provided in connection with a transaction affecting interstate commerce that is subject to the federal Electronic Signatures in Global and National Commerce Act, and that you and we both intend that the Act apply to the fullest extent possible to validate our ability to conduct business with you by electronic means.
- 9. Termination/Changes.** We reserve the right, in our sole discretion, to discontinue the provision of your electronic Communications, or to terminate or change the terms and conditions on which we provide electronic Communications. We will provide you with notice of any such termination or change as required by law. You may withdraw your consent to receive electronic communications by contacting Customer Service at 877-610-1075 or write to us at 700 State Hwy 121 BYP, Suite 200; Lewisville TX 75067. If consent is withdrawn, your account will be closed. At our option, we may mail you a paper check or a physical card. It is your responsibility to provide a true and accurate address.
- 10. Consent.** By purchasing or using a card or Account from this site, you hereby give your affirmative consent to provide electronic Communications to you as described herein. You further agree that your computer satisfies the hardware and software requirements specified above and that you have provided us with a current e-mail address at which we may send electronic Communications to you.

## VIRTUAL PROMOTIONAL VISA ACCOUNT Virtual Promotional Visa Accountholder Agreement

### CUSTOMER SERVICE CONTACT INFORMATION:

**Address:** 700 State Highway 121 BYP Suite 200. Lewisville TX, 75067

**Website:** [www.MyPrepaidCenter.com](http://www.MyPrepaidCenter.com)

**Phone Number:** 877-610-1075 (toll free in USA); 801-214-8892 (outside USA)

### IMPORTANT NOTICES:

- (1) This Account has been issued for loyalty/award/promotional purposes pursuant to a conditional offer and is not a gift card.
- (2) Any funds remaining after expiration of this Account will not belong to you or be available to you for additional use. You do not have rights to the funds beyond the authorized use provided for in this Agreement.
- (3) Always know the exact dollar amount available in the Account. Merchants may not have access to determine the Account balance.
- (4) If you do not agree to these terms, do not use the Account and cancel the Account by calling Customer Service. Any refunds or exchanges are subject to the policy of the Corporate Sponsor.

Fees and Expiration
<p>Your Account will expire when the expiration date found on the Virtual Account has passed. The funds associated with the Account will not be available to you after expiration, so you should use the funds prior to the expiration date of the Account.</p> <p><b>Replacement Account Fee:</b> \$6.95</p> <p><b>Convert to Plastic Fee:</b> \$3</p> <p><b>Expedited Plastic Card Fee:</b> \$20</p> <p><b>Foreign Transaction Fee:</b> 2%</p>

This Accountholder Agreement (“**Agreement**”) sets forth the terms and conditions under which a Virtual Promotional Visa Account (“**Account**”) has been issued for your use by MetaBank®. By accepting and using this Account, activating the Account, or authorizing any person to use the Account, you agree to be bound by the terms and conditions contained in this Agreement. In this Agreement “**You**” and “**your**” means the person who has received and is authorized to use the Account. “**We**,” “**us**,” and “**our**” mean collectively, MetaBank, a federally-chartered savings bank, member FDIC, and its divisions or assignees, and also includes, unless otherwise indicated, our Program Manager. “**Program Manager**” refers to Blackhawk Network, who performs certain services related to the Account on MetaBank’s behalf. “**Corporate Sponsor**” means the company who has directly or indirectly established this Account for the purpose of disbursing funds to you. The Account may be canceled or revoked at any time without prior notice, subject to applicable law. Please read this Agreement carefully and keep it for future reference.

## 1. ABOUT THE ACCOUNT

The Account is a prepaid Account loaded by the Corporate Sponsor, redeemable to buy goods and services anywhere Visa debit cards are accepted online. The Account is NOT a credit Card. The Account is not a checking account or connected in any way to any account other than a stored value account where your funds are held. You may register the Account by logging into [www.myprepaidcenter.com](http://www.myprepaidcenter.com) (the "Website").

## 2. USING THE ACCOUNT

### a. Accessing Funds and Limitations

You must activate your Account prior to use by going to the Website. The Corporate Sponsor is fully responsible for ensuring funds are available to be loaded to the Account. Each time you use the Account, you authorize us to reduce the value available on the Account by the amount of the transaction. The Account cannot be: (1) redeemed for its cash value; (2) used for illegal transactions; (3) used for purchases where recurring payments may occur, such as subscriptions, memberships, rentals, etc.; or (4) used to obtain cash at an automated teller machine ("ATM"). For security reasons, we may limit the amount or number of transactions you can make on the Account. We may refuse to process any transaction that we believe may violate the terms of this Agreement. **YOU ARE NOT ALLOWED TO EXCEED THE BALANCE OF THE FUNDS AVAILABLE ON THE ACCOUNT.** If you attempt to use the Account when there are insufficient funds associated with it, the transaction will generally be declined. Nevertheless, if a transaction that exceeds the balance of the funds available on the Account occurs due to a systems malfunction or otherwise, you will remain fully liable to us for the amount of the transaction. If you do not have enough funds available on the Account, you may be able to instruct the merchant perform a "split transaction" to charge part of the purchase to the Account and pay the remaining amount with another form of payment.

### b. Limits

Spend Limitations	Limit
Maximum amount in Point of Sale Signature or PIN Transactions	\$1,000 per day

### c. Foreign Transactions

If you obtain your funds (or make a purchase) in a currency or country other than the currency or country in which the Account was issued ("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 the Account. The rate they choose 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. You will be charged a Foreign Transaction Fee in U.S. dollars equal to 2% on the total amount of the transaction. If the Foreign Transaction results in a credit due to a return, we will not refund any Foreign Transaction Fee that may have been charged on your original purchase.

### d. Obtaining Account Balance Information

You may obtain information about the amount of money you have remaining in your Account at no charge by visiting [www.myprepaidcenter.com](http://www.myprepaidcenter.com) or by contacting Customer Service. A history of Account transactions may also be available by visiting our Website or contacting Customer Service.

### e. Authorization Holds

You do not have the right to stop payment on any purchase transaction originated by use of the Account. With certain types of purchases (such as those made at restaurants, hotels, or similar purchases), the Account 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 the Account, the return and refund will be handled by the merchant. If the merchant credits the Account, 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. You may need a receipt in order to verify a transaction with us or the merchant.

### **3. REPLACEMENT ACCOUNT**

If you need to replace the Account for any reason, please visit [www.myprepaidcenter.com](http://www.myprepaidcenter.com) or contact Customer Service. See the table above for applicable fees. Please note that there is an expiration date associated with the Account. You cannot use the Account or have access to the funds after the expiration date, and whether you may obtain a replacement Account is subject to the policy of the Corporate Sponsor.

### **4. COMMUNICATIONS**

You agree that we may monitor and record any calls or other communications between us and you. You also agree that we or our service providers may contact you by using an automated dialing or email system, by text, or artificial or recorded voice. You agree to pay any service charges assessed by your plan provider for communications we send or make to you or that you send or make to us.

### **5. UNAUTHORIZED TRANSACTIONS**

If you believe the Account number has been lost or stolen or an unauthorized transaction has been made using the information from the Account without your permission, contact Customer Service IMMEDIATELY. We will ask for the Account number and other identifying details. We may not be able to assist you if you do not have the Account number. 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 replacement for a lost/stolen Account, which will be deducted from the balance on the Account. A reissued Account may take up to 30 days to process.

### **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 an Account. Further, we will not be liable: (1) If, through no fault of ours, you do not have enough funds available on the Account to complete the transaction; (2) If a merchant refuses to accept the Account; (3) If an electronic terminal where you are making a transaction does not operate properly; (4) If access to the Account has been blocked after you reported the Account lost or stolen; (5) If circumstances beyond our control (such as fire, flood or computer or communication failure) prevent the completion of the transaction; or (6) For any other exception stated in our Agreement with you.

### **7. LEGAL NOTICES**

#### **a. 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.

#### **b. Other Terms**

If you allow another person to use the Account, you will be responsible under this Agreement for all transactions made by that person. You may not assign or transfer the Account or your obligations under this Agreement. We may, however, transfer or assign our rights under this Agreement, including any balances in the Account. 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 is 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 will 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.

### **8. PRIVACY**

We may 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. We may also collect: (1) Information about purchases made with the Account, such as date of purchase, amount and place of purchase; (2) Information you provide to us when you register a Account, or for replacement Accounts, or when you contact us with customer service issues, such as name, address, phone number.

We may also disclose information about the Account or the transactions you make to third parties in order to: (1) complete transactions; (2) verify the existence and condition of the Account for a third party, such as merchant; (3) provide customer services; (4) process claims for lost or stolen Accounts; (5) help protect against fraud and to conduct research and analysis; or (5) comply with government agency or court orders, or other legal reporting requirements.

### **9. JURY TRIAL WAIVER AND ARBITRATION**

Because you have a limited right to use of these funds, any dispute regarding loss of funds should be handled with the Corporate Sponsor. However, to the extent you pursue action or claim against us, you agree to the following clauses.

**a. Jury Trial Waiver:** 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 does not modify in any fashion the Arbitration Clause set forth in the following section, which contains its own jury trial waiver.

**b. Arbitration Clause:** You can opt out of this Arbitration Clause within 60 calendar days from the earlier of purchasing, activating, or using the Account. You must send the opt out notice in writing to MetaBank, Attn: Customer Service, 5501 S Broadband Ln, Sioux Falls, SD 57108 (“Notice Address”). This Arbitration Clause governs any dispute arising under this Agreement, aside from the validity and coverage of this Arbitration Clause. Arbitrations will be conducted under the rules of the arbitration administrator, as chosen by us. Arbitration may be brought by you or us, and we will not demand arbitration if you bring an individual action in small claims court. In addition to the Jury Trial Waiver above, you also waive your rights to be a class member or bring suit in a class action or class arbitration. In order to commence an arbitration, the party bringing the dispute must send the notice and complaint in writing. You must send your notice to the Notice Address. After receiving notice, the other party has 30 days to attempt to resolve the issue before a suit or arbitration commences. We will pay all costs associated with administering an arbitration brought by you in good faith, if you cannot get a waiver and ask us to pay. Further, we will pay legal fees and costs if you win or as required by law or the arbitrator. This Arbitration Clause will stay in force if your Account is closed or we assign our rights under this Agreement. This Arbitration Clause and any rights to appeal or requests for information will be governed by the Federal Arbitration Act and the rules of the arbitrator.

Prepaid card is issued by MetaBank, Member FDIC, pursuant to a license from Visa U.S.A. Inc.

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