

## Prepaid Visa®, MasterCard® or Discover® Gift Card - Cardholder Agreement



### Important Notice

Give this document to the recipient of the gift card for any future questions or issues

### Fees Associated with your Gift Card

#### **Inactivity Fee**

Subject to applicable law, beginning the 13<sup>th</sup> month after there has been no activity on your Card, a monthly inactivity fee of \$2.95 will be assessed to your Card. This fee will be assessed to your Card as long as there are funds remaining on your Card.

#### **Purchase Fee**

A purchase fee of up to \$6.95 may be assessed at the time of purchase.

#### **Lost/Stolen Card Replacement Fee**

If your Card is lost or stolen, there will be a fee of \$5.00 to replace it.

Always know the exact dollar amount available on your card. Merchants do not have access to this information and cannot determine the balance on your card. Free access to check your balance is available at [www.myprepaidbalance.com](http://www.myprepaidbalance.com) or by calling the number on the back of your card.

### **IMPORTANT - PLEASE READ CAREFULLY**

#### **Terms and Conditions for the Gift Card**

This document constitutes the agreement ("Agreement") outlining the terms and conditions under which a Prepaid Visa, MasterCard or Discover Gift Card ("Card") has been issued to you. The Prepaid Visa, MasterCard or Discover Gift Card is a prepaid card issued by MetaBank ("Bank"). By accepting and using this Card, you agree to be bound by the terms and conditions contained in this Agreement. You agree to sign the back of the Card immediately upon receipt. The Card will remain the property of Bank and must be surrendered upon demand. The Card is nontransferable and it may be canceled, repossessed, or revoked at any time without prior notice subject to applicable law. Please read this Agreement carefully and keep it for future reference.

#### **Definitions**

The Card is a Prepaid Card loaded with a specific amount of funds, redeemable to buy goods and services anywhere Visa, MasterCard or Discover debit cards are accepted. In this Agreement "You" and "your" mean the person or persons who have received the Card and are authorized to use the Card as provided for in this Agreement. "We", "us", "our", and "Bank" mean MetaBank, our successors, affiliates or assignees. The Card is NOT a credit card. The Card is not connected in any way to any other account. You must register your Card in order for the funds on your Card to be FDIC insured. You may register your Card by going to [www.myprepaidbalance.com](http://www.myprepaidbalance.com). Customer Service is available 24 hours a day, 7 days a week excluding holidays.

#### **Authorized Users**

Until you sign the Card, you may present the card to another person for their use. That person should then sign the Card and become subject to these terms and conditions. However, once you sign the Card, it is for your use only. You are wholly responsible for the use of each Card according to the terms of this Agreement.

#### **Using Your Card**

You may use your Card to obtain goods or services wherever the Card is honored. The Card cannot be used to obtain cash, for illegal transactions or on-line gambling activity. 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. Payment for pay-at-the-pump stations must be made inside.

For security reasons, we may limit the amount or number of transactions you can make on your Card. You do not have the right to stop payment on any transaction made with your Card.

Each time you use your Card, you authorize us to deduct the amount of the transaction from the balance of the funds associated with the Card. 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 that exceeds the balance of the funds available on your Card occurs due to a systems malfunction or otherwise, you shall remain fully liable to us for the amount of the transaction.

If you wish to use your Card for a purchase which is greater than the balance of the funds available on your Card, you must tell the merchant to charge only the exact amount of funds available on the Card to the Card and then you must arrange to pay the difference using another payment method. The merchant may require payment for the difference in cash rather than accepting another card, such as a credit or debit card. Some merchants may not accept these "split transactions." If you fail to inform the merchant prior to completing the transaction, your Card is likely to be declined.

If you commence a purchase and then change your mind and fail to make the purchase, after the merchant has already obtained an "authorization" for the transaction, the "authorization" may result in a temporary hold for that amount of funds for up to ten (10) days. Car and hotel authorizations may result in a temporary hold on funds for up to thirty (30) days.

#### **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 7 days for the amount of the refund to be credited to your Card.

#### **Foreign Transactions**

You are allowed to make foreign currency transactions with your Card.

#### **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.

#### **Replacement Card**

The funds on your Card do not expire. You will not be charged a replacement Card fee if you are ordering a replacement Card after your Card expires in order to access unused funds. If your Card still has unused funds on it after your Card expires, you may order a new card by calling the number on the back of your card. 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 "Your Liability for Unauthorized Transactions, Disputed Transactions" section below. Please report any lost/stolen cards immediately by calling the number on the back of your card.

#### **Our Liability for Failure to Complete Transactions**

We will not be liable:

- If, through no fault of ours, you do not have enough funds available on your Card to complete the transaction;
- If a merchant refuses to accept your Card;
- 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;
- If access to your Card has been blocked after you reported your Card lost or stolen;
- 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;
- Any other exception stated in our Agreement with you.

#### **No Warranty Regarding Goods and Services or Uninterrupted Use**

We are not responsible for the quality, safety, legality, or any other aspect of any goods or services you purchase with your Card. From time to time the Card service may be inoperative and when this happens, you may be unable to use your Card or obtain information about your balance. Please notify us if you have any problems using your Card. You agree that we are not responsible for any interruption of service.

## Text Messaging Services

**SMS Text Options:** You may be able to use SMS text to perform a variety of functions, such as low balance alerts, informational messages, and asking us to send you your balance. Call the number on the back of your Card for more details and to determine if you are eligible for this service. Standard messaging rates and charges apply. SMS text functionality will depend on your data package, your phone, and your plan. To sign up for SMS text functionality, call the number on the back of your Card. If you have signed up for SMS text functionality, you may check your balance by going to the messaging area of your phone to compose a new text message and texting BAL to the number provided to you in your marketing material. We will make reasonable efforts to try to respond quickly to your SMS text requests for balance information.

You may also unsubscribe to SMS services and perform various transactions through SMS text messages from your mobile phone or other mobile device by calling the number on the back of your Card.

We cannot accept responsibility for any SMS services messages not received, or any SMS services reply messages not received by you, or for any delay in the receipt or delivery of any SMS services messages, due to failures of any telecommunications network outside our reasonable control. We may not retry delivery of SMS messages to your mobile device unless you request redelivery or unless we receive notice that an SMS message sent to your mobile phone or device was not successfully received.

You understand and acknowledge that the telecommunications networks through which SMS text messages are transmitted may be outside of our control and influence and that we may not be able to assist in resolution of problems with such networks. You agree that we are not responsible for your use of the SMS services outside of our reasonable control.

You understand and acknowledge that we may have to interrupt the messaging services to carry out maintenance, but we will try to keep such interruptions to a minimum. **We will not be liable to you in any circumstances for: loss of business, loss of goodwill, loss of opportunity, loss of profit; any type of special, consequential or indirect loss whatsoever.** We can only provide the SMS services to a mobile phone registered on a US network and not to a fixed line telephone, or a computer capable of receiving SMS text messages. Some older mobile phones may not be compatible with the SMS services (the mobile phone you register to use the SMS services must be a digital mobile phone). The SMS services are only available in the United States. SMS services may be discontinued at any time. We may decide to withdraw the messaging services with immediate effect without prior notice to comply with the law, to protect security, or to combat fraud.

## Periodic Statements

You may obtain information about the amount of money you have remaining in your card account by calling the number on the back of your card. This information, along with a full history of account transactions, is also available online at [www.myprepaidbalance.com](http://www.myprepaidbalance.com). You also have the right to obtain a sixty (60) day written history of account transactions by calling the number on the back of your card or checking with the financial institution where the card was purchased. You may also call this number to be provided with an address for writing to customer service. As an alternative, the Financial Institution where you purchased your Card can locate a customer service address.

**Liability for Unauthorized Visa Debit Card Transactions.** Tell us, AT ONCE, if you believe your VISA debit card has been lost or stolen or of any unauthorized transactions. Your liability for unauthorized transactions that take place on the VISA system is Zero dollars (\$0). We may require you to provide a written statement regarding claims of unauthorized transactions. These provisions limiting your liability do not apply to ATM, POS, Pinless, or any other debit transactions not processed by VISA. In addition to this paragraph, we may also be responsible to you for unauthorized transactions (see Your Liability for Unauthorized Transactions; Disputed Transactions paragraph below).

## Your Liability for Unauthorized Transactions; Disputed Transactions

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. You should call the number on the back of your card immediately to report a lost or stolen Card. You will be required to provide your name, the Card number, original value, and transaction history. If you do not contact us immediately, you could lose all the money in your account (plus the maximum overdraft line of credit, if applicable). If you tell us within 2 business days after you learn of the loss or theft of your Card, you can lose no more than \$50 if someone used your Card without your permission.

If you do not tell us within 2 business days after you learn of the loss or theft of your Card and we can prove we could have stopped someone from using your Card without your permission if you had told us, you could lose as much as \$500. We reserve the right to require an affidavit and conduct an investigation into the validity of any request. You will not be liable for transactions identified by us as unauthorized. We will charge a \$5.00 Lost/Stolen Card Replacement Fee (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. You acknowledge that purchases made with prepaid cards, such as the gift 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.

## 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 Card is issued by Bank pursuant to license from Visa, MasterCard, or Discover. This Agreement will be governed by the law of the State of South Dakota except to the extent governed by federal law.

## Amendment and Cancellation

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

We may cancel or suspend your Card or this Agreement at any time. You may cancel this Agreement by returning the Card to us. Your termination of this Agreement will not affect any of our rights or your obligations arising under this Agreement prior to termination.

## Privacy and Data Protection

(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 replacement Cards or when you contact us with customer service issues, such as name, address, and phone number.

(ii) Information Security: 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 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 on our behalf. 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, where necessary to complete transactions, or if you give us your written permission.

## Arbitration Disclosure

(a) Purpose: This 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, including but not limited to initial claims, counterclaims, cross-claims and third-party claims. The term "Claim" is to be given the broadest possible meaning that will be enforced and includes, without limitation, any claim, dispute or controversy that arises from or relates to (i) your Card; (ii) the amount of Available

Funds on the Cards; (iii) advertisements, or oral or written statements related to the Card, goods or services purchased with the Cards; (iv) the services related to the Cards; and (v) your purchase, activation, use or upgrade for any Card. 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 that court.

As used in the Arbitration Provision, the terms "we" and "us" shall mean the Bank, 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 market or provide services), 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.

(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 procedures of the national arbitration organization to which the Claim is referred. Claims shall be referred to either the National Arbitration Forum ("NAF"), Judicial Arbitration and Mediation Services ("JAMS"), or the American Arbitration Association ("AAA"), as selected by the party electing to use arbitration. If a selection by us of one of these 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 to serve as arbitrator administrator. You may contact us for instructions on how to obtain copies of any of these organizations' procedures.

(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 PROCEDURES OF THE NAF, JAMS, OR AAA, AS APPLICABLE (THE "PROCEDURES"). FURTHER, YOU WILL NOT HAVE THE RIGHT TO PARTICIPATE IN A REPRESENTATIVE CAPACITY OR AS A MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION. EXCEPT AS SET FORTH BELOW, THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING. NOTE THAT OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT ALSO MAY NOT BE AVAILABLE IN ARBITRATION.

(e) Restrictions on Arbitration: If either party elects to resolve a Claim by arbitration, that Claim shall be arbitrated on an individual basis. The arbitrator's authority to resolve Claims is limited to Claims between you and us alone, and the arbitrator's authority to make awards is limited to you and us alone. 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) Location of Arbitration/Payment of Fees: Any arbitration hearing that you attend shall take place in the federal judicial district of your residence. 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 ("fees") for any Claim you initiate as to which you or we seek arbitration. At the conclusion of the arbitration (or any appeal thereof), the arbitrator (or panel) will decide who will ultimately be responsible for paying the 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 Procedure, except that (to the extent enforceable under the FAA) this arbitration Provision shall control if it is inconsistent with the applicable Procedure. The arbitrator shall apply applicable substantive law consistent with the FAA and applicable statutes of limitations and shall honor claims of privilege recognized at law and, at the timely request of either party, shall provide a brief written explanation of the basis for the decision. The arbitrator shall take reasonable steps to preserve the privacy of individuals, and of business matters. 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 for any right of appeal provided by the FAA. However, any party can appeal that award to a three-arbitrator panel administered by the same arbitration organization, which shall consider anew any aspect of the initial award objected to by the appealing party. The appealing party shall have thirty (30) days from the date of entry of the written arbitration award to notify the

arbitration organization that it is exercising the right of appeal. The appeal shall be filed with the arbitration organization in the form of a dated writing. The arbitration organization will then notify the other party that the award has been appealed. The arbitration organization will appoint a three-arbitrator panel which will conduct an arbitration pursuant to its Procedure and issue its decision within one hundred twenty (120) days of the date of the appellant's written notice. The decision of the panel shall be by majority vote and shall be final and binding.

(h) Continuation: This Arbitration Provision shall survive termination of your Card. If any portion of this Arbitration Provision is deemed invalid or unenforceable, it shall not invalidate the remaining portions of this Arbitration Provision or the Agreement, both of which shall be enforceable regardless of such invalidity.

This Card is issued by MetaBank  
5501 S. Broadband Lane  
Sioux Falls, SD 57108

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