

## Alterna® Retail Visa® Prepaid Card and Alterna Visa Prepaid Family Card Cardholder Agreement

### CUSTOMER SERVICE CONTACT INFORMATION:

55 Broad Street, 7<sup>th</sup> Floor, New York, NY 10004  
1-855-2-ALTERNA (1-855-225-8376)  
From outside U.S. (1-650-481-8376)  
Visit the website listed on the back of our card

### IMPORTANT NOTICES:

- (1) PLEASE READ CAREFULLY. THIS AGREEMENT CONTAINS AN ARBITRATION PROVISION (“DISPUTE CLAUSE” SECTION) REQUIRING ALL CLAIMS TO BE RESOLVED BY WAY OF BINDING ARBITRATION.
- (2) ALWAYS KNOW THE EXACT DOLLAR AMOUNT AVAILABLE ON THE CARD. MERCHANTS MAY NOT HAVE ACCESS TO DETERMINE THE CARD BALANCE.
- (3) BY ACCEPTING, SIGNING, OR USING THIS CARD, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT.

This Cardholder Agreement (“Agreement”) sets forth the terms and conditions under which the Alterna Retail Visa Prepaid Card and Alterna Visa Prepaid Family Card (Family Cards Coming March 2017) has been issued to you. By accepting, signing, or using this Card, you agree to be bound by the terms and conditions contained in this Agreement. In this Agreement, “Primary Card” means the Alterna Retail Visa Prepaid Card issued to you by MetaBank®, and “Family Card” means the Alterna Visa Prepaid Family Card issued to you. “Card” refers to Primary Cards and Family Cards collectively. “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. 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.

### Family Cards (Coming March 2017)

You may request a total of three Alterna Family Cards for use by other person(s) (“Family Cardholders”). Family Cardholders will not have access to the funds in the Primary Card Account, and funds can only be shared with the Family Cardholder(s) through the Primary Account. You agree that if the person whose name appears on the Family Card is someone else whom you authorized to use that Card, you will be held responsible under the terms and conditions set forth in this Agreement for all transactions initiated by that person, even if the amount of the transaction(s) exceeds the available balance.

### Activation of Your Card

Your Card must be activated prior to use and you will be required to select a PIN. You may activate your Card by calling Customer Service at 1-855-2-ALTERNA (1-855-225-8376). By activating the Card or by retaining, using or authorizing the use of the Card, you represent and warrant to MetaBank that: (i) you are at least 18 years of age (or 19 if you reside in a state where the age of majority is 19); (ii) you have provided us with a verifiable U.S. street mailing address; (iii) the personal information that you provide to us in connection with the Card is true, correct and complete; (iv) you received a copy of this Agreement and agree to be bound by and to comply with its terms; and (v) you accept the Card.

Alterna Retail Visa Prepaid Card and Family Card* – Summary of Fees	
Fee Type	Amount
<b>Set Up and Account</b>	
Primary Card Purchase Fee	<b>\$0.00</b>
Optional Family Card Purchase Fee (up to three Family Cards) (Can be purchased after Primary Card is activated and loaded)	<b>\$6.95 each</b>
Primary Card Activation Fee	<b>\$5.95</b>
Primary Card Monthly Maintenance Fee (No Fee if loading greater than or equal to \$1,000/month)	<b>\$2.99</b>
Family Card Monthly Maintenance Fee - Debited from the Primary Cardholder's Alterna Card (No Fee if loading greater than or equal to \$1,000/ month)	<b>\$2.99</b>

<b>Get Cash</b>	
Domestic ATM Withdrawal Fee <sup>3, 1, 4</sup> (1 No-Fee ATM withdrawal per month)	<b>\$2.00<sup>1</sup></b>
Store Cash Back Fee <sup>2</sup> (up to \$60 per transaction)	<b>\$0.00<sup>2</sup></b>
International ATM Transaction Fee <sup>3, 1</sup>	<b>\$3.50 on top of exchange</b>
<b>Spend Money</b>	
Signature-Based Transaction Fee	<b>\$0.00</b>
PIN-Based Transaction Fee	<b>\$0.00</b>
International Transaction Fee	<b>1% exchange rate</b>
<b>Add Money</b>	
Card to Card Money Fee	<b>\$0.99 (for sharing up to \$500)</b>
Load from Checking Account Fee	<b>\$1.99</b>
<b>Account Information</b>	
Customer Service (Live Agent in English and Spanish)	<b>\$0.00</b>
IVR Call Fee	<b>\$0.00</b>
Email/Online/Mobile App <sup>3</sup>	<b>\$0.00</b>
ATM Balance Inquiry Fee <sup>3, 1</sup>	<b>\$1.00<sup>1</sup></b>
<b>Incidentals</b>	
Decline Fee at POS	<b>\$0.00</b>
ATM Decline Fee <sup>3, 1</sup>	<b>\$1.00</b>
Card Replacement Fee	<b>\$5.00</b>
Expedited Card Delivery Fee (Your card will arrive at the designated location in 2 business days.)	<b>\$25.00 Card Replacement</b>
On Demand Paper Statement	<b>\$2.50</b>
Account Closure Fee	<b>\$0.00</b>
Paper Check Account Closure Fee	<b>\$16.00</b>
<sup>1</sup> Fees charged by ATM network may apply. Withdraw up to \$400/ transaction; \$500/day. <sup>2</sup> Up to \$60/transaction; 15 transactions/month. <sup>3</sup> Third-party fees and standard Text Message and Data Rates may apply. <sup>4</sup> Aggregate for all cards (primary and family). *Family Cards Coming March 2017 Questions? Call 1-855-2-ALTERNA (1-855-225-8376)	

<b>Alterna Retail Visa Prepaid Card – Summary of Extended Services Fees*</b>	
<b>Fee Type</b>	<b>Amount</b>
<b>Add Money</b>	
Cash using WU Reload+ or Green Dot <sup>®</sup> Reload @ the Register <sup>™</sup>	<b>Up to \$3.95</b>
Cash using Rapid Reload at Walmart	<b>Up to \$4.95</b>
Load with paper check at Walmart	<b>Up to \$3.00 + \$3.74 load fee</b>
Mobile Phone Check Deposit <sup>1</sup>	<b>Up to 4% of the face value of the check</b>

Visa ReadyLink®	<b>Up to \$3.95</b>
<p>*These optional offers are not a MetaBank product or service nor does MetaBank endorse these offers.</p> <p><sup>1</sup>Applies to checks up to \$5,000. Load up to 6 checks/month.</p> <p>Questions? Call 1-855-2-ALTERNA (1-855-225-8376)</p>	

**ATM Fees:** When you use an ATM, you may be charged a fee by the ATM operator or any network used to complete the transaction (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer).

## 1. ABOUT YOUR CARD

Your Card is a prepaid card, which allows you to access funds loaded to your Card account. 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 gift card, nor is it intended to be used for gifting purposes. The Card is not a credit card. You will not receive any interest on the funds in your Card account. This Card is not designated for business use, and we may close your Card if we determine that it is being used for business purposes. We may close your Card or refuse to process any transaction that we believe may violate the terms of this Agreement or represents illegal or fraudulent activity. The funds in your Card account are held in a custodial account with us on your behalf, and are insured by the Federal Deposit Insurance Corporation (“FDIC”), subject to applicable limitations and restrictions of such insurance.

## 2. GETTING STARTED

**Important information for opening a card:** To help the federal government fight the funding of terrorism and money laundering activities, the USA PATRIOT Act requires all financial institutions and their third parties to obtain, verify, and record information that identifies each person who opens a Card.

**What this means for you:** When you open a Card, we will ask for your name, street address, date of birth, and other information that will allow us to identify you. We may also ask to see a copy of your driver’s license or other documents at any time. We may limit your ability to use your Card or certain Card features until we have been able to successfully verify your identity.

**Eligibility and Activation:** To be eligible to use and activate this Card, you represent and warrant to us that: (i) you are at least 18 years of age; (ii) the personal information that you have provided to us is true, correct and complete; (iii) you have read this Agreement and agree to be bound by and comply with its terms.

## 3. USING YOUR CARD

### a. Loading Your Primary Card

You may add funds to the Primary Card account, called “loading,” by: (i) Automated Clearing House (“ACH”) loads (e.g., direct deposit) up to the \$10,000 maximum balance; (ii) Loading cash through retail locations such as WU Reload+ and Visa ReadyLink up to \$995 per day and \$9,995 per month; or Green Dot Reload @ the Register™ up to \$1,000 per day, \$3,500 per week and \$5,000 per month (a list of available retail locations is available at your online account or by calling 1-855-2-ALTERNA (1-855-225- 8376)); (iii) Check Deposit at Walmart up to \$1,000 per check; (iv) Mobile Check Capture Deposit (via Ingo Money App) up to \$5,000 per check; (v) loads from checking account up to \$500 per transactions, \$1,000 per day and \$3,000 per month. Each load may be subject to a fee pursuant to the Fees section. If you arrange to have funds transferred directly to your Primary Card from a third party through an ACH load, you must enroll with the third party by providing the bank routing number and direct deposit account number that we provide you. You are not authorized to use this bank routing number and direct deposit account number for any other purpose. The amount of each cash load at one of our reload locations must be at least \$20 (there is no minimum load amount for ACH credits). The maximum balance allowed on your Primary Card is \$10,000. We will reject any loads that exceed the maximum balance allowed on your Card. There are also maximum load restrictions we may place on your Card when aggregated with any other Cards you have. You agree to present the Card and meet identification requirements to complete load transactions as may be required from time to time.

**FEDERAL PAYMENTS: THE ONLY FEDERAL PAYMENTS THAT MAY BE LOADED TO YOUR CARD VIA AN AUTOMATED CLEARING HOUSE (“ACH”) CREDIT ARE FEDERAL PAYMENTS FOR THE BENEFIT OF THE PRIMARY CARDHOLDER. IF YOU HAVE QUESTIONS ABOUT THIS REQUIREMENT, CALL 1-855-2-ALTERNA (1-855-225-8376)**

**b. Sharing Funds with your Family Card(s)**

The only way that the Family Card(s) can be loaded is via the Primary Cardholder sharing money from the Primary Cardholder's Account. The maximum card balance for the Family card is \$3,000. Money share via card-to-card onto the Family Card has the following limits: (1) the maximum amount per transaction is \$500; (2) the maximum amount per day is \$1,500 and; (3) the maximum amount per month is \$3,000 for one Family Card, or a total of \$3,000 to be shared with up to three Family Cards.

**c. Sharing Funds with Alterna Primary Cardholders**

You may share funds from your Primary Card with up to five (5) other Alterna Primary Cardholders. The following limitations are as follows: (1) the maximum amount per transaction is \$500; (2) the maximum amount per day is \$1,500 and; (3) the maximum amount per month is \$3,000.

**d. Accessing Funds and Limitations**

Each time you use your Card, you authorize us to reduce the value available on your Card by the amount of the transaction and applicable fees. Your Card cannot be redeemed for cash. You may not use your Card for any illegal transactions. You may use your Card to:

- (1) Withdraw cash from your Card account,
- (2) load funds to your Card (Primary Card only),
- (3) transfer funds between your Card accounts whenever you request (Primary Card only), and
- (4) pay bills directly [by telephone] from your Card account in the amounts and on the days you request. You may use your Card to purchase or lease goods or services wherever your Card is honored as long as you do not exceed the value available in your Card account. Some of these services may not be available at all terminals.

You are not authorized to use the bank routing number and account number to make a debit transaction with a paper check, check-by-phone or other item processed as a check, or if you do not have sufficient funds in your account. These debits will be declined and your payment will not be processed.

**e. Foreign Transactions**

**Foreign Transaction Fee:** If you obtain your funds (or make a purchase) in a currency or country other than the currency or country in which your Card was issued ("Foreign Transaction"), you will be charged a fee equal to 1% on 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 a Foreign Transaction Fee. 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.

**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.

<b>Load, Withdrawal and Spend Limits for Alterna Retail Primary Cards*</b>	
<b>Load Limitations</b>	<b>Limit</b>
Maximum Card balance at any time	\$10,000
Total number of times you can reload your Card	No limit on direct deposit. 20 loads aggregated with credit/debit, cash, and check
Maximum ACH credit (direct deposit per load)	\$5000. Up to \$10,000 maximum balance
Minimum ACH credit (direct deposit per load)	No minimum
Maximum load from Checking or Savings	\$500 per load; \$1,000 per day; \$3,000 per month
Minimum load from Checking or Savings	\$20

<b>Withdrawal Limitations</b>	<b>Limit</b>
Total number of ATM withdrawals	Up to 3 withdrawals per day
Maximum amount of ATM withdrawal	\$400 per withdrawal; \$500 per day
Total number of Cash Back at POS withdrawals	Up to 15 withdrawals per month
Maximum amount of Cash Back at POS withdrawal	\$60 per transaction; \$60 per day
Maximum amount of withdrawal at bank counter	\$2,500 per day; 4 times per month
<b>Spend Limitations</b>	<b>Limit</b>
Maximum amount in Point of Sale Signature or Point of Sale PIN Transactions	\$2,500 per day; Up to 20 transactions
<i>* Third parties may impose additional limitations.</i>	

<b>Load, Withdrawal and Spend Limits for Extended Services*</b>	
<b>Load Limitations</b>	<b>Limit</b>
Maximum Mobile Check Capture Load	\$5,000 per check; 6 checks per month
Maximum Cash load with Green Dot Reload @ the Register™	\$1,000 per day; \$3,500 per week; \$5,000 per month; 4 loads per day, 7 loads per week; 20 loads per month
Minimum Cash load with Green Dot Reload @ the Register™	\$20
Maximum Cash load with WU Reload+ and Visa Readylink	\$995 per day; and \$9,995 per month; 4 loads per day, 7 loads per week; 20 loads per month
Minimum Cash load with WU Reload+ and Visa Readylink	\$20
Maximum Walmart Check Cashing Load	\$1,000 per check; 4 checks per month
Minimum Walmart Check Cashing Load	\$5
<i>*Third parties may impose additional limitations. These optional offers are not a MetaBank product or service nor does MetaBank endorse these offers.</i>	

**f. Personal Identification Number (“PIN”)**

You will be required to select a Personalized Identification Number (“PIN”) when you activate your Card by calling customer service. You may use your PIN (i) to obtain cash from any Automated Teller Machine (“ATM”) or (ii) at any point-of-sale (“POS”) device which requires entry of a PIN and which bears the list of any or all brand marks on the card. 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 anyone has gained unauthorized access to your PIN, you should advise us immediately, following the procedures in the section labeled “Lost or Stolen Cards; Unauthorized Transactions” below.

**g. Obtaining Card Balance Information**

You may obtain information about the amount of money you have remaining in your Card account by calling 1-855-2-ALTERNA (1-855-225-8376). (Fees may apply). This information, along with a comprehensive history of account transactions, is also available online at your online account. You also have the right to obtain a sixty (60) day written history of account transactions by calling 1-855-2-ALTERNA (1-855-225-8376) or by writing us at 55 Broad St. 7th Fl. New York, NY 10004.

**h. Authorized Users and Family Cards**

We may allow you to request Family Cards (outlined above) for another person. If we do, you are responsible for all transactions and fees incurred by you or any other person you have authorized. You must notify us to revoke permission for any person you previously authorized to use Card information or have access to your account. You are wholly responsible for the use of each Card according to the terms of this Agreement subject to the section

labeled “Lost or Stolen Cards; Unauthorized Transactions” below, and other applicable law.

**i. Authorization Holds**

You do not have the right to stop payment on any purchase transaction originated by use of your Card, except as otherwise provided herein. 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.

**j. Preauthorized Transfers**

**Preauthorized credits:** If you have arranged to have direct deposits made to your Primary Card account at least once every 60 days from the same person or company, you can call us at 1-855-2-ALTERNA (1-855-225-8376) to find out whether or not the deposit has been made.

**Right to stop payment and procedure for doing so:** If you have told us in advance to make regular payments out of your Primary Card account, you can stop any of these payments. Here’s how: Call us at 1-855-2-ALTERNA (1-855-225-8376) or write us at 55 Broad St. 7th Fl. New York, NY 10004 in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call.

**Notice of varying amounts:** If these regular payments may vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.

**Liability for failure to stop payment of preauthorized transfer:** If you order us to stop one of these payments three business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

**k. 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.

**l. Receipts**

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

**m. Split Transactions and Other Uses**

If you do not have enough funds available in your Card account, you may be able to 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 AVAILABLE AMOUNT IN YOUR CARD ACCOUNT THROUGH AN INDIVIDUAL TRANSACTION OR A SERIES OF TRANSACTIONS.** 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 may apply a debit to any subsequent credits to the Card or any other account you have with us for the amount of any negative balance on your Card. 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.

#### **4. CARD REPLACEMENT AND EXPIRATION**

If you need to replace your Card for any reason, please contact us at 1-855-2-ALTERNA (1-855-225-8376) (fees may apply). Please note that your Card has a "Valid Thru" date on the front of the Card. You may not use the Card after the "Valid Thru" date on the front of your Card. However, even if the "Valid Thru" date has passed, the available funds on your Card do not expire. You will not be charged the Card Replacement Fee for replacement cards we send due to expiration of the Card.

#### **5. BUSINESS DAYS**

For purposes of these disclosures, our business days are (Monday through Friday). Holidays are not included.

#### **6. LOST OR STOLEN CARDS; UNAUTHORIZED TRANSACTIONS.**

##### **a. Contact Customer Service Immediately**

If you believe your Card or PIN has been lost or stolen, call: 1-855-2-ALTERNA (1-855-225-8376) or write: 55 Broad St. 7th Fl. New York, NY 10004. You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your Card or PIN without your permission.

##### **b. Your Liability for Unauthorized Transfers**

Tell us AT ONCE if you believe your Card or PIN has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission. Calling Customer Service is the best way of keeping your possible losses down. You could lose all the money in your Card account. If you tell us within 2 business days after you learn of the loss or theft of your Card or PIN, you can lose no more than \$50 if someone used your Card or PIN without your permission. If you do NOT tell us within 2 business days after you learn of the loss or theft of your Card or PIN, and we can prove we could have stopped someone from using your Card or PIN without your permission if you had told us, you could lose as much as \$500. Also, if your electronic history shows transfers that you did not make, including those made by your Card or other means, tell us at once. If you do not tell us within 60 days after the earlier of the date you electronically accessed your account (if the unauthorized transfer could be viewed in your electronic history), or the date we sent the FIRST written history on which the unauthorized transfer appeared, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods for a reasonable period.

##### **c. In case of errors or questions about your Electronic Transfers**

Contact Customer Service as soon as you can if you think an error has occurred in your Card account. We must allow you to report an error until 60 days after the earlier of the date you electronically access your account, if the error could be viewed in your electronic history, or the date we sent the FIRST written history on which the error appeared. You may request a written history of your transactions at any time by contacting Customer Service. You will need to tell us:

- (1) Your name and Card number;
- (2) A description of the error or the transaction you are unsure about;
- (3) An explanation of why you believe it is an error or why you need more information; and
- (4) The dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days. We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days for the amount you think is in error, so that you will have the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account. For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error. We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents we used in our investigation. If you have any further questions regarding our error resolution procedures, please contact us by calling 1-855-2-ALTERNA (1-855-225-8376).

#### **d. Your Liability for Unauthorized Visa Prepaid Card Transactions**

Under Visa's Zero Liability Policy, your liability for unauthorized transactions on your Card Account is \$0.00 if you are not grossly negligent or fraudulent in the handling of your Card. These provisions limiting your liability do not apply to debit transactions not processed by Visa or foreign ATM withdrawals.

#### **7. CONFIDENTIALITY**

We may disclose information to third parties about your Card account 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 account for a third party, such as merchant;
- (3) In order to comply with government agency or court orders, or other legal reporting requirements;
- (4) If you give us your written permission; or
- (5) To our employees, auditors, affiliates, service providers, or attorneys as needed.

#### **8. OUR LIABILITY FOR FAILURE TO COMPLETE TRANSACTIONS**

If we do not complete a transaction to or from your Card account on time or in the correct amount according to our Agreement with you, we will be liable for your losses and damages proximately caused by us. However, there are some exceptions. We will not be liable, for instance:

- (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 ATM where you are making a cash withdrawal does not have enough cash;
- (4) 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;
- (5) If access to your Card has been blocked after you reported your Card or PIN lost or stolen;
- (6) If there is a hold or your funds are subject to legal process or other encumbrance restricting their use;
- (7) If we have reason to believe the requested transaction is unauthorized;
- (8) 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;
- (9) Any other exception stated in our Agreement with you.

#### **9. CHANGE OF ADDRESS**

You are responsible for notifying us immediately upon any change to your address. If your address changes to a non-US address, we may cancel your Card and return funds to you in accordance with this Agreement.

#### **10. 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 of any 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.

#### **11. AMENDMENT AND CANCELLATION**

You will be notified of any change in the manner required 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. You may close your Card at any time by contacting Customer Service. Your termination of this Agreement will not affect any of our rights or your obligations arising under this Agreement prior to termination. Should your Card account be closed, we will issue you a credit for any unpaid balances, subject to fees as disclosed in this Agreement.

#### **12. 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.

#### **13. 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.

**14. 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.

**15. 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.**

**16. 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.**

<u>Question</u>	<u>Short Answer</u>	<u>Further Detail</u>
<b>What is arbitration?</b>	<b>An alternative to court</b>	In arbitration, a third party arbitrator ("Arbitrator") solves Disputes in an informal hearing.
<b>Is it different from court and jury trials?</b>	<b>Yes</b>	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.
<b>Can you opt-out of this Dispute Clause?</b>	<b>Yes, within 60 days</b>	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.
<b>What is this Dispute Clause about?</b>	<b>The parties' agreement to arbitrate Disputes</b>	<b>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.</b>
<b>Who does the Dispute Clause cover?</b>	<b>You, us and certain "Related Parties"</b>	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.
<b>What Disputes does the Dispute Clause cover?</b>	<b>All Disputes (except certain Disputes about this Dispute Clause)</b>	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. <b>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.</b>
<b>Who handles the arbitration?</b>	<b>Usually AAA or JAMS</b>	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"> <li>• The American Arbitration Association ("AAA"), 1633 Broadway, 10th Floor, New York, NY 10019, <a href="http://www.adr.org">www.adr.org</a>.</li> <li>• JAMS, 620 Eighth Avenue, 34th Floor, New York, NY 10018, <a href="http://www.jamsadr.org">www.jamsadr.org</a></li> <li>• Any other company picked by agreement of the parties.</li> </ul> If all the above options are unavailable, a court will pick the administrator. <b>No arbitration may be administered without our consent by any administrator that would permit a class arbitration under this Dispute Clause.</b> 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.

<b>Can Disputes be litigated?</b>	<b>Sometimes</b>	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.
<b>Are you giving up any rights?</b>	<b>Yes</b>	<b>For Disputes subject to this Dispute Clause, you give up your right to:</b> <ol style="list-style-type: none"> <li>1. Have juries decide Disputes.</li> <li>2. Have courts, other than small-claims courts, decide Disputes.</li> <li>3. Serve as a private attorney general or in a representative capacity.</li> <li>4. Join a Dispute you have with a dispute by other consumers.</li> <li>5. Bring or be a class member in a class action or class arbitration.</li> </ol> <b>We also give up the right to a jury trial and to have courts decide Disputes you wish to arbitrate.</b>
<b>Can you or another consumer start a class arbitration?</b>	<b>No</b>	<b>The Arbitrator is not allowed to handle any Dispute on a class or representative basis.</b> All Disputes subject to this Dispute Clause must be decided in an <b>individual</b> arbitration or an <b>individual</b> 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.
<b>What law applies?</b>	<b>The Federal Arbitration Act ("FAA")</b>	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.
<b>Will anything I do make this Dispute Clause ineffective?</b>	<b>No</b>	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.**

<b>What must a party do before starting a lawsuit or arbitration?</b>	<b>Send a written Dispute notice and work to resolve the Dispute</b>	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.
<b>How does an arbitration start?</b>	<b>Mailing a notice</b>	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.
<b>Will any hearing be held nearby?</b>	<b>Yes</b>	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.
<b>What about appeals?</b>	<b>Very limited</b>	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.**

<b>Who bears arbitration fees?</b>	<b>Usually, we do.</b>	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.
<b>When will we cover your legal fees and costs?</b>	<b>If you win</b>	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.
<b>Will you ever owe us for arbitration or attorneys' fees?</b>	<b>Only for bad faith</b>	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.

<b>Can an award be explained?</b>	<b>Yes</b>	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.
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