

VISA Gift Card Terms and Conditions

Prepaid Visa® Gift Card - Cardholder Agreement
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® Gift Card (“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 “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 Issuer mean MetaBank, dba Meta Payment Systems (“Bank”), our successors, affiliates or assignees. 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® debit cards are accepted.

The Card is not connected in any way to any other account and is not FDIC insured. Our business days are Monday through Friday excluding holidays. Saturday, Sunday, and federal holidays are not considered business days, even if we are open.

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, and/or for 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. You may use your gift card at any gas station that accepts Visa Debit cards, but to avoid the possibility of being declined, you should pay the attendant inside prior to pumping. If you intend to use the card for mail order, telephone order or internet purchase, you should register the card at the website listed on the back of the card. For security reasons, we may limit the amount or number of transactions you can make on your Card. You may not use your Card for any illegal transaction. 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 and any applicable fees or charges. If you wish to use your Card for a purchase that 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 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

Your card is intended for use in the United States. If you make a purchase in a currency other than the currency in which your Card was issued, the amount deducted from your funds will be converted by Visa into an amount in the currency of your Card. Visa will establish a currency conversion rate for this convenience using a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date which may vary from the rate Visa itself 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 Issuer. This percentage amount is independent of any amount taken by the Issuer in accordance with the following section of these Terms & Conditions. If you obtain your funds in a currency other than the currency in which your Card was issued, the Issuer will increase the currency conversion rate (described in the immediately preceding section) by an additional 1% and will retain this amount as compensation for its services. This charge is independent of the currency conversion rate established by Visa.

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 Cards

If your Card is lost or stolen, there will be a fee of \$15.00 to replace it and transfer remaining balances to the replacement card. If your card expires and you wish to retain the remaining funds, you may request a replacement card. There will be a fee of \$15.00 to replace the card and transfer remaining balances to the new card.

Maintenance Fee

There is a monthly maintenance fee of \$2.50, which is waived for the first 6 months. This fee will be assessed to your Card as long as there are funds remaining on your Card.

Cardholder Service Fee

Unlimited toll-free telephone calls to an automated service are available at no charge to you. You may make up to two calls per month to a live agent. Any live-agent calls in excess of two calls per month will be assessed a charge of \$.50 each.

Confidentiality

We may disclose information to third parties about 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. If you give us your written permission, or
5. To our employees, auditors, affiliates, service providers, or attorneys as needed.
6. To protect against potential fraud and other crimes.

Our Liability for Failure to Complete Transactions

We will not be liable:

1. If, through no fault of ours, you do not have enough funds available on your Card to complete the transaction;
2. If a merchant refuses to accept your Card;
3. If an electronic terminal where you are making a transaction does not operate properly, and you knew about the problem when you initiated the transaction;
4. If access to your Card has been blocked after you reported your Card lost or stolen;
5. If 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;
6. Any other exception stated in our Agreement with you.

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

Your Liability for Unauthorized Transactions

Contact us at once if you believe your Card has been lost or stolen. Call or write to us at:

Cardholder Services

PO Box 550517

Fort Lauderdale, FL 33355

866-586-4438

Telephoning is the best way to minimize your possible losses.

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 anytime. 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 under license from Visa U.S.A. Inc. 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, 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 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. 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.

Arbitration Disclosure

By obtaining a Card from us, you agree that if a dispute of any kind arises out of your use of the Card, either you or we or third parties involved can choose to have that dispute resolved by binding arbitration as set forth in the Arbitration Provision below. If arbitration is chosen, it will be conducted pursuant to the Code of Procedure of the Arbitration Organization selected to resolve the dispute. If you have any questions concerning the Arbitration Organization, or wish to obtain a copy of their rules and forms, you may contact them at the addresses indicated below.

IF ARBITRATION IS CHOSEN BY ANY PARTY WITH RESPECT TO A CLAIM, DISPUTE OR CONTROVERSY, NEITHER YOU NOR WE WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM IN COURT OR TO HAVE A JURY TRIAL ON THAT CLAIM, OR TO ENGAGE IN PREARBITRATION DISCOVERY EXCEPT AS PROVIDED FOR IN THE ARBITRATION RULES. FURTHER, YOU WILL NOT HAVE THE RIGHT TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM

SUBJECT TO ARBITRATION. THE ARBITRATOR'S DECISION WILL GENERALLY BE FINAL AND BINDING. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT MAY ALSO NOT BE AVAILABLE IN ARBITRATION. IT IS IMPORTANT THAT YOU READ THE ENTIRE ARBITRATION PROVISION CAREFULLY.

Arbitration Provision

Any claim, dispute or controversy (whether in contract, regulatory, tort, or otherwise, whether pre-existing, present or future and including constitutional, statutory, common law, intentional tort and equitable claims) arising from or relating to your Gift Card or the Gift Card Terms and Conditions, or advertisements, promotions, or oral or written statements related to the Gift Card, the relationships which result from this Agreement (including, to the full extent permitted by applicable law, relationships with third parties who are not signatories to this Agreement or this Arbitration Provision) or the validity, enforceability or scope of this Arbitration Provision or the entire Agreement (collectively "Claim"), shall be resolved, upon the election of you or us or said third parties, by binding arbitration pursuant to this Arbitration Provision and the Code of Procedure of the Arbitration Organization in effect at the time the Claim is filed. Any of the following Arbitration Organizations may be selected for purposes of resolving the Claim: • JAMS at 1920 Main Street, Suite 300, Los Angeles, CA 92614; website: www.jamsadr.com;] • AAA at 335 Madison Avenue, New York, NY 10017; website: www.adr.org; A party who has asserted a claim in a lawsuit in court may elect arbitration with respect to any claim(s) subsequently asserted in that lawsuit by any other party or parties. The Code of Procedure, rules and forms of the Arbitration Organization may be obtained by calling the Arbitration Organization and all Claims shall be filed at any Arbitration Organization office. (Provided, however, that if for any reason the Arbitration Organization is unable or unwilling or ceases to serve as arbitration administrator; we will substitute an equivalent national arbitration organization utilizing a similar code of procedure.) There shall be no authority for any claims to be arbitrated on a class action basis. Further, arbitration can only decide our or your Claim and may not consolidate or join the claims of other persons who may have similar claims. Any participatory arbitration hearing that you attend will take place in the federal judicial district of your residence. At your request, we will advance the first [\$100] of the filing and hearing fees for any Claim which you may file against us. The arbitrator will decide whether you or we will ultimately be responsible for paying any fees in connection with the arbitration. Unless inconsistent with applicable law, each party shall bear the expense of their respective attorneys', experts' and witness fees, regardless of which party prevails in the arbitration. This arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act ("FAA"), 9 U.S.C. Sections 1-16. 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. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. This Arbitration Provision shall survive the expiration or cancellation of your Gift Card. If any portion of this Arbitration Provision is deemed invalid or unenforceable under the FAA, it should not invalidate the remaining portions of this Arbitration Provision.