



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

Terms and Conditions for the Gift Card

This document constitutes the agreement ("Agreement") outlining the terms and conditions under which a Visa U.S.A. Inc. ("Visa"), MasterCard International Incorporated ("MasterCard") or Discover® "Network" ("Discover") Prepaid Card ("Card") has been issued to you. The Card is a prepaid card issued by MetaBank ("Issuer"). 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 "Bank" mean MetaBank, our successors, affiliates or assignees. If you intend to keep your Card, 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 allows you to access funds you place on the Card. The Card does not constitute a checking, savings or other bank account and is not connected in any way to any other account you may have. The Card is not a credit card. 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. The Card is not connected in any way to any other account and is not FDIC insured unless fully registered. To register your card visit www.myprepaidbalance.com or call the telephone number on the back of your card.

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 anywhere Visa, MasterCard or Discover debit cards are accepted. The Card cannot be used for illegal transactions or on-line gambling activity. If you use your Card number without presenting your Card (such as internet or telephone purchases) your Card must be registered and, the legal effect will be the same as if you used the Card itself. For security reasons, we may limit the amount or number of transactions you can make on your Card. 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 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 10 days. Car rental and hotel authorizations may result in a temporary hold on funds up to 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 seven days for the amount of the refund to be credited to 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.

Subject to applicable laws, the following fees apply to your Card:

Monthly Maintenance Fee

Beginning the 7th month after the Card is purchased a monthly maintenance 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.

Replacement Card Fee

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

International Service Fee

If you obtain your funds or make a purchase in a currency or country other than the country where your Card was purchased, the amount deducted from your funds will be converted by Visa, MasterCard or Discover. We will establish a currency conversion rate for this convenience selected by Visa, MasterCard or Discover from the range of rates available in wholesale currency markets for the applicable central processing date which may vary from the rate Visa, MasterCard or Discover 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 these Terms and Conditions.

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, computer or communication failure) prevent the completion of the transaction, despite reasonable precautions that we have taken;

- If there is a hold or your funds are subject to legal process or other encumbrance restricting their use;
- If we have reason to believe the requested transaction is unauthorized;
- Any other exception stated in our Agreement with you.

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 limited history of account transactions, is also available on-line at www.myprepaidbalance.com. You also have the right to obtain a limited written history of account transactions by calling the number on the back of your card or by writing us at 5501 S. Broadband Lane, Sioux Falls, SD 57108.

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, with certain restrictions. You should call the number provided on the back of your card immediately to dispute a charge or report a lost or stolen Card. You will be required to provide the purchaser's or cardholder's name, the Card number, original value, and transaction history. We reserve the right to require an affidavit and conduct an investigation into the validity of any request. If you do not contact us immediately, you may lose all the money in your account (plus the maximum overdraft line of credit, if applicable). If you notify us within two business days after you learn of the loss or theft of your Card, you can lose no more than \$50.00 if someone used your Card without your permission. If you do not notify us within two 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 may be responsible for charges up to \$500.00. 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. 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. You will not be liable for transactions identified by us as unauthorized. We will charge a \$5.00 Replacement Card 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.

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.

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 MetaBank pursuant to a 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, 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.

Telephone Monitoring/Recording

We may periodically monitor and/or record telephone calls between you and us to assure the quality of our customer service or as required by applicable law.

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

For additional support, please call the number on the back of your Card or visit www.myprepaidbalance.com.

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