

Incentive, Rebate, Reward Non-Reloadable Prepaid Card - CARDHOLDER AGREEMENT

IMPORTANT – PLEASE READ CAREFULLY. THIS AGREEMENT CONTAINS AN ARBITRATION PROVISION REQUIRING ALL CLAIMS TO BE RESOLVED BY WAY OF BINDING ARBITRATION.

Fees and Expiration Dates Associated with your Prepaid Card

Your Card will expire, as noted by the “Valid Thru” date identified on the front of your Card. The funds on your Card will not be available after expiration so you should use the funds prior to the “Valid Thru” date on the front of your Card.

Subject to applicable law, one month after your Prepaid Card expires, 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.

Signature POS Transactions	\$0.00
PIN Debit Transactions	\$0.25
Telephone Inquiries (Automated Voice Response)	\$0.00
Balance Inquiry (via internet)	\$0.00
Transaction History (via internet)	\$0.00
Bank Branch Withdrawal	\$5.00
Telephone Inquiries (Operator Assisted)	\$2.00 per call
Optional Monthly Paper Statement (via US Mail)	\$2.00per month
Lost or Stolen Card Replacement	\$6.00
Expedited Shipping for Replacement Card	\$13.00
Monthly Maintenance Fee	\$2.95

This Cardholder Agreement (“Agreement”) outlines the terms and conditions under which Incentive, Rebate, Reward Non-Reloadable Prepaid Card 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, "Card" means the Incentive, Rebate, Reward Non-Reloadable Prepaid Card issued to you by MetaBank®. "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.

1. ABOUT YOUR CARD

Your Card is a prepaid Incentive, Rebate and Rewards card loaded with a specific value and redeemable where Visa and MasterCard debit cards are accepted. You do not have the ability to add funds to the Card. **The Card is issued for loyalty, award, or promotional purposes and is not a gift card; nor is it intended for gifting purposes.** 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 credit card. You will not receive any interest on the funds in your Card account. If you have registered your Card, the funds in your Card account will be insured by the Federal Deposit Insurance Corporation (“FDIC”), subject to applicable limitations and restrictions of such insurance. You may register your Card by calling 1-800—818-3474 or by visiting www.everywherereward.com.

2. USING YOUR CARD

a. Accessing Funds and Limitations

You must activate your Card prior to use by calling 1-800-818-3474 and follow the system's prompts. The funds accessible to you after activation are provided by the manufacturer, retailer, distributor, or marketer of the product you have purchased, not the issuer of the card. That manufacturer, retailer, distributor, or marketer is fully responsible for ensuring funds are available to be loaded to your Card.

Each time you use your Card, you authorize us to reduce the value available on your Card by the amount of the transaction. **YOUR CARD HAS A VALID THRU DATE EMBOSSED ON THE FRONT OF THE CARD. ONCE THE VALID THRU DATE HAS PASSED, YOUR CARD MAY BE SUBJECT TO A MONTHLY MAINTENANCE FEE, SUBJECT TO APPLICABLE LAW.**

You may use your Card to purchase goods or services from the merchant named on your Card only. You may use your Card to purchase goods or services wherever Visa or MasterCard debit cards are accepted. Cards are accepted as long as you do not exceed the value available on the Card. Each time you use your Card, you represent and warrant to us that you are either the Cardholder or an authorized user of the Card. If you permit someone else to use your Card, we will treat this as if you have authorized such use and you will be responsible for any transactions made subject to such use.

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. 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 transactions, use at casinos, and any gambling activity. If you wish to make a transaction where this is the case, you will need to go to www.everywhereward.com to register your Card.

b. Personal Identification Number ("PIN")

You will receive a Personalized Identification Number ("PIN") by calling 1-800-818-3474 and follow the system's prompts. You may use your Card at any Point-of-Sale (POS) device which requires entry of a PIN, that bears the CIRRUS INC., MAESTRO, MASTERCARD DEBIT CARD, STAR or ALLPOINT logos. **CARDS ARE NOT ACCEPTED AT ATMs, DO NOT HAVE INTERNATIONAL ACCESS AND YOU CANNOT COMPLETE AN ACH TRANSFER FROM YOUR CARD TO A PERSONAL BANK ACCOUNT.** 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 there has been unauthorized access to your PIN, you should advise us immediately, following the procedures in the section labeled "Unauthorized Transactions."

c. Card Available for Use Only in the United States

Your Card is for domestic use only, within this Agreement. Although your Card will not be accepted at locations outside of the United States, it is welcome at millions of locations within the U.S. where Visa and MasterCard are accepted. It cannot be used at merchants outside of the United States, including Internet and mail / telephone order merchants outside of the United States.

You are not allowed to exceed the available amount on your Card through an individual transaction or a series of transactions. Nevertheless, if a transaction exceeds the balance of the funds available on your Card you shall remain fully liable to us for the amount of the transaction. We reserve the right to bill you for any negative balance. You agree to pay us promptly for the negative balance. We also reserve the right to cancel this Card should you create one or more negative balances with your Card.

Certain merchants may require verification of your address during certain types of transactions. Some merchants may check to make sure the name and mailing address indicated for purchases matches the Card address. Therefore, if the Card has not been registered or you do not supply the address currently on file for the Card, you may not be able to complete a transaction for which this information has been requested. If you wish to make a transaction where this is the case, you will need to go to www.everywhereward.com to register your Card. For security reasons, we may limit the amount or number of transactions you can make with your Card. If you have questions on Card usage, please call us at 1-800-818-3474.

d. Obtaining Card Balance Information

You should keep track of the amount of value loaded on Cards issued to you. You may obtain information about the amount of money you have remaining in your Card account by calling 1-800-818-3474. This information, along with a history of account transactions, is also available on-line at www.everywhereward.com.

e. Authorization Holds

You do not have the right to stop payment on any purchase transaction originated by use of your Card. 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.

f. 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.

g. Receipts

You should get a receipt at the time you make a transaction or obtain cash using your Card. You agree to retain your receipt to verify your transactions.

h. Split Transactions and other uses

If you do not have enough funds available in your Card account, you can 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.

You are responsible for all transactions initiated by use of your Card, except as otherwise set forth herein. You may not use your Card for any illegal transactions, use at casinos, or any gambling activity.

3. Business Days

For purposes of these disclosures, our business days are Monday through Friday, not excluding standard Federal Reserve Bank holidays.

4. Unauthorized Transactions

a. Contact

If you believe your Card has been lost or stolen or an unauthorized transaction has been made using the information about the amount of money you have remaining in your card account by calling 1-800-818-3474. This information, along with a 60-day history of account transactions, is also available on-line at www.everywhereward.com. You also have the right to obtain a sixty (60) day written history of account transactions by calling 1-800-818-3474 or by writing us at Money Network Financial, LLC 7000 Goodlett Farms Parkway, Suite 500 Cordova, TN 38016. Telephoning Customer Service is the best way of keeping your possible losses down.

We reserve the right to investigate any claim you may make with respect to a lost or stolen Card or unauthorized transaction, and you agree to cooperate with such investigation. We may ask you for a written statement, affidavit or other information in support of the claim. We will charge a **6.00** 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 are similar to those made with cash. You cannot "stop payment" on such transactions. Any problems or disputes you may have regarding a purchase should be addressed directly with the merchant.

b. Your Liability for Unauthorized Prepaid Visa or MasterCard Transactions

Under MasterCard rules, your liability for unauthorized MasterCard debit transactions on your Card account is \$0.00 if you notify us within two (2) business days and you exercise reasonable care in safeguarding your Card from loss, theft, or unauthorized use. This reduced liability does not apply if a PIN is used as a method of verification for a disputed transaction or you have reported two (2) or more incidents of unauthorized use in the immediately preceding twelve (12) month period.

Under Visa rules, your liability for unauthorized Visa debit transactions on your Card account is \$0.00 if you notify us within two (2) business days and you are not grossly negligent or fraudulent in the handling of your Card or PIN. This reduced liability does not apply to PIN transactions not processed by Visa or ATM cash withdrawals.

These provisions limiting your liability do not apply to debit transactions not processed by Visa or MasterCard.

c. Information About Your Right to Dispute Errors

You must contact us within sixty (60) days after the earlier of the date you electronically access your account in which the transaction was reflected, or the date we sent the FIRST written history on which the unauthorized transfer appeared.

- (1) Provide your name and Card number (if any);
- (2) Describe the error or the transaction you are unsure about, and explain why you believe it is an error or why you need more information;
- (3) Provide the dollar amount of the suspected error.

5. 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;
- (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.

6. 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. We may (without prior notice and when permitted by law) set off the funds in this account against any due and payable debt you owe us now and in the future). 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.

7. 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 contacting us at 1-800-818-3474. Your termination of this Agreement will not affect any of our rights or your obligations arising under this Agreement prior to termination.

8. Telephone Monitoring/Recording

From time to time, 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.

9. 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.

10. Privacy and Data Protection

WHAT DOES METABANK DO WITH YOUR PERSONAL INFORMATION?

Why?

Financial Companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

What?

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and account balance,
- Payment history and account transactions and
- Transaction history

When you are *no longer* our customer, we continue to share your information as described in this notice.

How?

All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information, the reasons MetaBank chooses to share, and whether you can limit this sharing.

Reasons we can share your	Does MetaBank	Can you limit this Sharing?
---------------------------	---------------	-----------------------------

personal information	share?	
For our everyday business purposes – such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes – to offer our products and services to you	Yes	No
For joint marketing with other financial companies	Yes	No
For our affiliates' everyday business purposes – Information about your transactions and experiences	No	We do not share
For our affiliates' everyday business purposes – Information about your credit worthiness	No	We do not share
For our affiliates to market to you	No	We do not share
For nonaffiliates to market to you	No	We do not share

Questions?

Call 1-800-818-3474 or go to www.everywhereward.com.

Who is providing this notice?

This privacy policy is provided by MetaBank and applies to MetaBank card products, and related products and services.

How does MetaBank protect my personal information?

To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.

How does MetaBank collect my personal information?

We collect your personal information, for example when you

- Register your card or pay a bill
- Make a purchase or other transaction
- Provide us your name or other information

Why can't I limit all sharing?

Federal law gives you the right to limit only

- Sharing for affiliates' everyday business purposes – information about your creditworthiness
- Affiliates from using your information to market to you
- Sharing for nonaffiliates to market to you

State law and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.

Definitions:

Affiliates: Companies related by common ownership and control. They can be financial and nonfinancial companies.

- *MetaBank has no affiliates with which it shares your personal information.*

Nonaffiliates: Companies not related by common ownership or control. They can be financial and nonfinancial companies.

- *MetaBank does not share your personal information with nonaffiliates so they can market to you.*

Joint Marketing: A formal agreement between nonaffiliates financial companies that together market financial products or services to you.

- *We may partner with nonaffiliates financial companies to jointly market financial products or services to you.*

Other Important Information

If you are a resident of California or Vermont, we will not share with nonaffiliates except for our own marketing purposes, our everyday business purposes, or with your consent. Nevada residents: We are providing this notice pursuant to Nevada law.

11. Arbitration

Purpose: This Arbitration Provision sets forth the circumstances and procedures under which claims (as defined below) may be arbitrated instead of litigated in court.

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 as well as any related or prior agreement that you may have had with us or the relationships resulting from this Agreement, including the validity, enforceability or scope of this Arbitration Provision or the Agreements. "Claim" includes claims of every kind and nature, including but not limited to initial claims, counterclaims, cross-claims and third-party claims and claims based upon contract, tort, fraud and other intentional torts, statutes, regulations, common law and equity. The term "Claim" is to be given the broadest possible meaning that will be enforced and includes, by way of example and without limitation, any claim, dispute or controversy that arises from or relates to (i) your Card, or the Cards of any additional cardholders designated by you; (ii) the amount of available funds in the Card accounts; (iii) advertisements, promotions or oral or written statements related to the Cards, goods or services purchased with the Cards; (iv) the benefits and services related to the Cards; and (v) your enrollment 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 the court.

As used in the Arbitration Provision, the terms "we" and "us" shall for all purposes mean the Bank, wholly or majority owned 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 use or provide services, debt collectors and all of their agents, employees, directors and representatives) 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. As solely used in this Arbitration Provision, the terms "you" or "yours" shall mean all persons or entities approved by us to have and/or use a Card, including but not limited to all persons or entities contractually obligated under any of the Agreements and all additional cardholders.

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 code of procedures of the national arbitration organization to which the Claim is referred in effect at the time the Claim is filed. Claims shall be referred to either the 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. For a copy of the procedures, to file a Claim or for other information about these organizations, contact them as follows: (i) JAMS at 1920 Main Street, Suite 300, Los Angeles, CA 92614;

website at www.jamsadr.com; (ii) AAA at 335 Madison Avenue, New York, NY 10017; website at www.adr.org.

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 CODE OF PROCEDURES OF THE JAMS, OR AAA, AS APPLICABLE (THE "CODE"). 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.

Restrictions on Arbitration: If either party elects to resolve a Claim by arbitration, that Claim shall be arbitrated on an individual basis. There shall be no right or authority for any Claims to be arbitrated on a class action basis or on bases involving Claims brought in a purported representative capacity on behalf of the general public, other Cardholders or other persons similarly situated. 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.

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 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 filing, administrative and/or hearing fees in connection with the arbitration (or appeal). If and to the extent you incur filing, administrative and/or hearing fees in arbitration, including for any appeal, exceeding the amount they would have been if the Claim had been brought in the state or federal court which is closest to your billing address and would have had jurisdiction over the Claim, we will reimburse you to that extent unless the arbitrator (or panel) determines that the fees were incurred without any substantial justification.

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 Code, except that (to the extent enforceable under the FAA) this arbitration Provision shall control if it is inconsistent with the applicable Code. 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. In conducting the arbitration proceeding, the arbitrator shall not apply the Federal or any state rules of civil procedure or rules of evidence. Either party may submit a request to the arbitrator to expand the scope of discovery allowable under the applicable Code. The party submitting such a request must provide a copy to the other party, who may submit objections to the arbitrator with a copy of the objections provided to the request party, within fifteen (15) days of receiving the requesting party's notice. The granting or denial of such request will be in the sole discretion of the arbitrator who shall notify the parties of his/her decision within twenty (20) days of the objecting party's submission. 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 Code 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.

Continuation: This Arbitration Provision shall survive termination of your Card as well as voluntary payment of any debt in full by you, any legal proceeding by us to collect a debt owed by you, and any bankruptcy by you or us. If any portion of this Arbitration Provision is deemed invalid or unenforceable under any principle or provision of law or equity, consistent with the FAA, it shall not invalidate the remaining portions of this Arbitration Provision, the Agreement or any prior agreement you may have had with us, each of which shall be enforceable regardless of such invalidity.

This Card is issued by MetaBank, Member FDIC.
5501 S. Broadband Lane
Sioux Falls, SD 57108
Call 1-800-818-3474
www.everywhereward.com

© 2004-2013 MetaBank