

# Cardholder Agreements

Click within one of the boxes below to review your Cardholder Agreement

Visa® Reward Cards that start with 4867. The Visa Reward Card is issued by The Bancorp Bank pursuant to a license from Visa U.S.A. Inc. and cards can be used everywhere Visa is accepted

Visa® Reward Cards that start with 4389. The Visa Reward Card is issued by Pathward, National Association, pursuant to a license from Visa U.S.A. Inc. and cards can be used everywhere Visa is accepted

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**REWARD CARD CARDHOLDER AGREEMENT  
IMPORTANT – PLEASE READ CAREFULLY  
Terms and Conditions**

This Cardholder Agreement (“**Agreement**”) constitutes the terms and conditions under which the Visa® Reward Card (the “**Card**”) has been issued to you by The Bancorp Bank, N.A. Member FDIC (the “**Issuer**”). By accepting and using the Card, you agree to be bound by the terms and conditions contained in this Agreement. “**You**,” “**your**,” or “**Cardholder**” mean the person or persons who receive the Card and are authorized to use it as provided for in this Agreement. “**We**,” “**us**,” and “**our**” mean the Issuer, our successors, affiliates or assignees, and as applicable, the Program Manager. “**Program Manager**” means Group O Inc., the entity providing certain services for sponsoring, servicing and/or managing the Card program on our behalf. “**Program Sponsor**” means the corporate entity responsible for sponsoring and funding the Card program. You have received this Card as a gratuity without the payment of any monetary value or consideration. You have been authorized by the Program Sponsor to spend the funds on the Card, subject to the expiration of the funds and other limitations, but you are not the owner of the Card or the underlying funds. Your failure to activate and use the Card will result in the loss of all right, title and interest in the Card and the underlying funds. You agree to sign the back of the Card immediately upon receipt. The expiration date of the Card is identified on the front of the Card. The Card is a prepaid card. The Card is not a gift card or a gift certificate. The Card is not connected in any way to any other account. The Card is not a credit card. The Card is not for resale. You will not receive any interest on the funds on the Card. The Card is the property of the Issuer 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. The Card is not designed for business use, and we may close it if we determine it is being used for business purposes. We may refuse to process any transaction that we believe may violate the terms of this Agreement. Write down the Card number and the customer service phone number provided in this Agreement on a separate piece of paper in case the Card is lost, stolen, or destroyed. Keep the paper in a safe place. Please read this Agreement carefully and keep it for future reference.

**Customer Service**

For customer service or additional information regarding the Card, please contact “**Customer Service**” at the “**Address**,” “**Phone Number**,” or “**Website**” below:

Group O, Inc Card Services  
4905 77th Ave E Milan IL 61264  
866-212-0733 Lost/stolen reporting 24/7/365 via an IVR.  
rewards.grouпо.com

Customer Service agents are available to answer your calls:  
Monday through Friday, 7 a.m. to 7 p.m. CT (holidays excluded).

Our business days are Monday through Friday, excluding federal holidays, even if we are open. Any references to “days” found in this Agreement are calendar days unless indicated otherwise. 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.

**Activating the Card**

The Card must be activated before it can be used. The Card may be activated by calling Customer Service or by visiting our Website.

**By activating or using the Card, you represent and warrant to us that:** (i) you are at least 18 years of age (or older if you reside in a state where the majority age is older); and (ii) you received a copy of this Agreement, and understand and agree that the terms of the Agreement are binding.

**Registering the Card**

You are encouraged to register this Card in your own name by visiting the Website promptly upon receipt. Registering the Card can help establish who the rightful Cardholder is in the event the Card is lost, stolen or destroyed. Additionally, some online, mail and telephone order merchants may require that certain personal information, such as the Cardholder’s name and address, be on file with the Issuer prior to approving purchases. If the Card is not registered in advance, these merchants might decline the purchase even though are sufficient funds on the Card.

**By registering the Card, you represent and warrant to us that:** (i) you are a U.S. citizen or legal alien residing in the fifty (50) states of the United States or the District of Columbia, U.S. Virgin Islands and Puerto Rico; and (ii) you have provided us with a verifiable U.S. street address (not a P.O. Box).

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

You will not receive a PIN with the Card. However, you will be prompted to select a PIN when you activate the Card. Avoid using obvious combinations like 1234, 4 identical numbers or letters, your birthdate or birth year.

You should not write or keep the PIN with the Card. Never share the PIN with anyone. When entering the PIN, be sure it cannot be observed by others and do not enter the PIN into any terminal that appears to be modified or suspicious. If you believe anyone has gained unauthorized access to the PIN, contact Customer Service immediately.

**Authorized Use**

You are responsible for all authorized transactions initiated and fees incurred by use of the Card. If you permit another person to have access to the Card or Card number, we will treat this as if you have authorized such use, and you will be liable for all transactions and fees incurred by those persons. You are wholly responsible for the use of each Card according to the terms and conditions of this Agreement.

**Loading and Using the Card**

You may not load funds to the Card. The Program Sponsor is responsible for ensuring funds are available on the Card. The Card cannot be reloaded.

You may not use the Card to obtain cash from an Automated Teller Machine (“ATM”) Point-of-Sale (“POS”) device or by any other means.

These are the limits associated with the Card:

Transaction Type	Frequency and/or Dollar Limits
Max Balance (initial load)	\$2,000
Card Purchases (Signature)	No limit on number of times per day, \$2,000 per transaction, up to \$2,000 per calendar day
Card Purchases (PIN)	No limit on number of times per day, \$2,000 per transaction, up to \$2,000 per day

For Card balance information, please call our Phone Number or visit the Website.

Some merchants do not allow cardholders to conduct split transactions where you use the Card as partial payment for goods and services and pay the remainder of the balance with another form of legal tender. If you wish to conduct a split transaction

and it is permitted by the merchant, you must tell the merchant to charge only the exact amount of funds available on the Card. You must then arrange to pay the difference using another payment method. Some merchants may require payment for the remaining balance in cash. If you fail to inform the merchant that you would like to complete a split transaction prior to swiping the Card, the Card is likely to be declined.

If you use the 16-digit Card number without presenting the Card (such as for a mail order, telephone, or Internet purchase), the legal effect will be the same as if you had used the Card itself. **Card restrictions include, but are not limited to:** restricted geographic or merchant locations where there is a higher risk of fraud or illegal activity; restrictions to comply with laws or prevent our liability; and other restrictions to prevent fraud and other losses. For security reasons, we may, with or without your notice, limit the type, amount, or number of transactions you can make on the Card. You may not use the Card for any illegal transaction. **We may increase, reduce, cancel, or suspend any of the restrictions or add new ones at any time.** The Card cannot be redeemed for cash.

Each time you use the Card, you authorize us to reduce the available value of the Card by the amount of the transaction and any applicable fees. You are not allowed to exceed the available amount on the Card through an individual transaction or a series of transactions. Nevertheless, if a transaction exceeds the available balance of funds on the Card, you shall remain fully liable to us for the amount of the transaction and any fees, if applicable.

**Fee Schedule**

All fee amounts will be withdrawn from the Card and will be assessed as long as there is a remaining balance on the Card, except where prohibited by law. Any time the remaining Card balance is less than the fee amount being assessed, the balance of the Card will be applied to the fee amount resulting in a zero (or negative) balance on the Card.

Replacement Card Fee:	\$7.00 (per Card; when the Card is reissued or replaced for any reason, except Card expiration) <b>funds expire when the Card expires</b> , expired Cards will not be replaced.
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**Preauthorized Transactions**

The Card cannot be used for preauthorized direct debits from merchants, Internet service or other utility service providers, or recurring transactions or subscriptions. If presented for payment, preauthorized direct debits will be declined and payment to the merchant or provider will not be made. You are not authorized to provide the combination of the Issuer’s bank routing number and the Card number to anyone.

**If you use the Card at an automated fuel dispenser (“pay at the pump”), the transaction may be preauthorized for an amount up to \$100.00 or more. If the Card is declined, even though there are sufficient funds available, you should pay for your purchase inside with the cashier. If you use the Card at a restaurant, a hotel, for a car rental purchase, or for similar purchases, the transaction may be preauthorized for the purchase amount plus up to 20% or more to ensure there are sufficient funds available to cover tips or incidental expenses incurred. A preauthorization will place a “hold” on those available funds until the merchant sends us the final payment amount of your purchase. Once the final payment amount is received, the preauthorized amount on hold will be removed. It may take up to seven (7) calendar days for the hold to be removed. During the hold period, you will not have access to the preauthorized amount.**

You do not have the right to stop payment on any purchase or payment transaction originated by use of the Card. If you authorize a transaction and then fail to make the purchase of that item as planned, the approval may result in a hold for that amount of funds for up to thirty (30) days. All transactions relating to car rentals may result in a hold for that amount of funds for up to sixty (60) days.

**Non-Visa Debit Transactions**

Certain protections and rights applicable only to Visa debit transactions as described in this Agreement will not apply to transactions processed on another network. If you do not enter a PIN, transactions may be processed as either a Visa debit transaction or on another network transaction. Should you choose to use a non-Visa network when making a transaction without a PIN, different terms may apply.

To initiate a Visa debit transaction at the POS, swipe the Card through a POS terminal, sign the receipt, or provide the 16-digit Card number for a mail order, telephone, or Internet purchase. To initiate a non-Visa debit transaction at the POS, enter the PIN at the POS terminal or provide the 16-digit Card number after clearly indicating a preference to route the transaction as a non-Visa debit transaction for certain bill payment, mail order, telephone, or Internet purchases.

**Merchant Disputes, Returns and Refunds**

If you are entitled to a refund for any reason for goods or services obtained with the Card, you agree to accept credits to the Card for such refunds and agree to the refund policy of that merchant. Any Merchant disputes, returns, or refunds must be addressed and handled directly with the merchant from whom the transaction posted or those goods or services were provided.

**Card Expiration and Replacement**

**The funds on the Card expire when the Card expires.** You should use the funds on the Card before Card expiration, as the funds will not be made available to you after the Card expires. We are not responsible for replacing funds that may have expired. Replacement Cards, if available, are subject to the policies of the Program Sponsor.

The Card will expire no sooner than the Valid Thru date on the front of the Card. If you need to replace the Card for any reason, please contact Customer Service to request a replacement Card. You will be required to provide personal information which may include the 16-digit Card number, your full name, transaction history, copies of accepted identification, etc. There is a fee for replacing a lost, stolen or damaged Card, see the “*Fee Schedule*” for details.

**Foreign Transactions**

You may use the Card to purchase or lease goods or services in the fifty (50) states of the United States (“U.S.”), the District of Columbia, US Virgin Islands, and Puerto Rico everywhere Visa debit cards, Maestro cards, and Interlink cards are accepted as long as you do not exceed the available value of the Card. The Card may not be used outside the U.S., the District of Columbia, US Virgin Islands, and Puerto Rico, including Internet and mail or telephone order merchants.

**Card Balance/Transaction History**

You are responsible for keeping track of the available balance of the Card. Merchants generally will not be able to determine the available balance. It’s important to know the available balance before making any transaction. You may obtain information about the amount of money remaining on the Card, as well as a history of transactions, by calling our Phone Number or visiting the Website.

**Confidentiality**

We may disclose information to third parties about the Card or the transactions you make.

- (1) Where it is necessary for completing transactions;
- (2) In order to verify the existence and condition of the Card for a third party, such as a merchant;

- (3) In order to comply with government agency, court order, or other legal or administrative reporting requirements;
- (4) If you consent by giving us your written permission;
- (5) To our employees, auditors, affiliates, service providers, or attorneys as needed; or
- (6) As otherwise necessary to fulfill our obligations under this Agreement.

**Our Liability**

We are not responsible for the quality, safety, legality, or any other aspect of any goods or services you purchase with the Card. Further, we will not be liable for the failure to complete a transaction made with the Card, for instance:

- (1) If through no fault of ours, you do not have enough funds available on the Card to complete the transaction;
- (2) If a merchant refuses to accept the 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 the Card has been blocked after you reported the Card lost or stolen;
- (5) If there is a hold or the funds are subject to legal or administrative process or other encumbrance restricting their use;
- (6) If we have reason to believe the requested transaction is unauthorized;
- (7) 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; or
- (8) For any other exception stated in our Agreement with you.

**Unauthorized Transactions**

In the case of lost or stolen cards, or a discrepancy or questions about the Card transaction(s), contact Customer Service as soon as you can. You must contact us no later than sixty (60) calendar days after we posted the transaction(s) to the Card. If the Card has been lost or stolen, we may close the Card to keep losses down. If the Card is registered and has a balance remaining, we will send a replacement Card.

Under Visa Core Rules, your liability for unauthorized Visa debit transactions on your Card is \$0.00 if you are not negligent or fraudulent in the handling of your Card. This reduced liability does not apply to certain commercial card transactions, transactions not processed by Visa, or to anonymous prepaid cards (until such time as the identity of the cardholder has been registered with us). You must notify us immediately of any unauthorized use.

**Other Miscellaneous Terms**

The Card and your obligations under this Agreement may not be assigned. We may transfer our rights under this Agreement. Use of the Card is subject to all applicable rules and customs of any clearinghouse or other association involved in transactions. We do not waive our rights by delaying or failing to exercise them at any time. If any provision of this Agreement shall be determined to be invalid or unenforceable under any rule, law, or regulation of any governmental agency, local, state, or federal, the validity or enforceability of any other provision of this Agreement shall not be affected. This Agreement will be governed by the law of the State of Delaware except to the extent governed by federal law.

**Amendment and Cancellation**

We may amend or change the terms and conditions of this Agreement at any time by posting the amended Agreement on our Website, and any such amendment shall be effective upon such posting to that website. 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 the 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. In the event this Card program is cancelled, closed, or terminated, we will send you prior notice in accordance with applicable law. Any unused funds will be returned to the Program Sponsor.

**English Language Controls**

Any translation of this Agreement is provided for your convenience. The meanings of terms, conditions and representations herein are subject to definitions and interpretations in the English language. Any translation provided may not accurately represent the information in the original English.

**Arbitration**

Any claim, dispute, or controversy (“Claim”) arising out of or relating in any way to: i) this Agreement; ii) the Card; iii) your acquisition of the Card; iv) your use of the Card; v) the amount of available funds on the Card; vi) advertisements, promotions or oral or written statements related to the Card, as well as goods or services purchased with the Card; vii) the benefits and services related to the Card; or viii) transactions on the Card, no matter how described, pleaded or styled, shall be **FINALLY and EXCLUSIVELY** resolved by binding individual arbitration conducted by the American Arbitration Association (“AAA”) under its Consumer Arbitration Rules. This arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act (9 U.S.C. 1-16).

**We will pay the initial filing fee to commence arbitration and any arbitration hearing that you attend shall take place in the federal judicial district of your residence.**

**ARBITRATION OF YOUR CLAIM IS MANDATORY AND BINDING. NEITHER PARTY WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM THROUGH A COURT. IN ARBITRATION, NEITHER PARTY WILL HAVE THE RIGHT TO A JURY TRIAL OR TO ENGAGE IN DISCOVERY, EXCEPT AS PROVIDED FOR IN THE AAA CODE OF PROCEDURE.**

For a copy of the procedures, to file a Claim or for other information about this organization, contact it at: AAA, 335 Madison Avenue, New York, NY 10017, or at [www.adr.org](http://www.adr.org).

All determinations as to the scope, interpretation, enforceability and validity of this Agreement shall be made final exclusively by the arbitrator, which award shall be binding and final. Judgment on the arbitration award may be entered in any court having jurisdiction.

**NO CLASS ACTION, OR OTHER REPRESENTATIVE ACTION OR PRIVATE ATTORNEY GENERAL ACTION OR JOINDER OR CONSOLIDATION OF ANY CLAIM WITH A CLAIM OF ANOTHER PERSON OR CLASS OF CLAIMANTS SHALL BE ALLOWABLE.**

This arbitration provision shall survive: i) the termination of the Agreement; ii) the bankruptcy of any party; iii) any transfer, sale or assignment of the Card, or any amounts owed on the Card, to any other person or entity; or iv) expiration of the Card. If any portion of this arbitration provision is deemed invalid or unenforceable, the remaining portions shall remain in force.

**IF YOU DO NOT AGREE TO THE TERMS OF THIS ARBITRATION AGREEMENT, DO NOT ACTIVATE OR USE THE CARD. CALL 866-212-0733 TO CANCEL THE CARD AND MAKE ALTERNATE ARRANGEMENTS TO RECEIVE THE FUNDS ASSOCIATED WITH THE CARD ACCOUNT.**

This Card is issued by The Bancorp Bank, N.A. Member FDIC, pursuant to a license from Visa U.S.A. Inc.  
This Cardholder Agreement is effective (09/2022)

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## Visa® Prepaid Corporate Rewards Card Cardholder Agreement

### CUSTOMER SERVICE CONTACT INFORMATION:

**Address:** Cardholder Services, P.O. BOX 7235 SIOUX FALLS, SD 57117-7235

**Website:** [www.card-support.com](http://www.card-support.com)

**Phone Number:** 1-833-848-5768

### IMPORTANT NOTICES:

- (1) This Card has been issued for loyalty/award/promotional purposes pursuant to a conditional offer and is not a gift card.
- (2) Any funds remaining after expiration of this Card will not belong to you or be available to you for additional use. You do not have rights to the funds beyond the authorized use provided for in this Agreement.
- (3) Always know the exact dollar amount available on the Card. Merchants may not have access to determine the Card balance.
- (4) If you do not agree to these terms, do not use the Card and cancel the Card by calling Customer Service. Any refunds or exchanges are subject to the policy of the Corporate Sponsor.

#### Fees and Expiration

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

**International Transaction Fee:** \$0.50 plus 1% of the transaction

**Replacement Card Fee:** \$5.00 (fee applies only to physical card)

**Expedited Shipping Fee:** \$30.00 (optional fee to expedite card)

This Cardholder Agreement ("Agreement") sets forth the terms and conditions under which a Visa Prepaid Corporate Rewards Card ("Card") has been issued for your use by Pathward, National Association. By accepting and using this Card, signing the back of the Card, activating the Card, or authorizing any person to use the Card, you agree to be bound by the terms and conditions contained in this Agreement. In this Agreement "You" and "your" means the person who has received and is authorized to use the Card. "We," "us," and "our" mean collectively, Pathward, National Association, a federally-chartered bank, member FDIC, and its divisions or assignees, and also includes, unless otherwise indicated, our Program Manager. "Program Manager" refers to Prepaid Technologies, Inc., who performs certain services related to the Card on Pathward National Association's behalf.

"Corporate Sponsor" means the company who has directly or indirectly established this Card for the purpose of disbursing funds to you. You should sign the back of the Card immediately upon receipt. The Card may be canceled 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 THE CARD

The Card is a prepaid Card loaded by the Corporate Sponsor, redeemable to buy goods and services everywhere Visa debit cards are accepted. The Card is NOT a credit Card. The Card is not a checking account or connected in any way to any account other than a stored value account where your funds are held. You may register the Card by logging onto [www.card-support.com](http://www.card-support.com).

Pathward, N.A. will act as custodian of your funds upon its receipt of your funds. Once your Card is activated, you will be able to provide Pathward, as custodian, with instructions about the funds accessible through the Card. Activation of the Card authorizes us to hold your funds at Pathward or as custodian to place your funds at one or more participating banks (each a "Program Bank"). If you do not agree to your funds being held by us at Pathward or placed by Pathward as custodian at other Program Banks, please immediately spend all the funds on your Card [or contact Customer Service above to cancel the Card and request your funds in the form of a paper check at no charge]. Card funds are not FDIC insured.

### 2. USING THE CARD

#### a. Accessing Funds and Limitations

You must activate the Card prior to use by calling the number or going to the website indicated on the Card. The Corporate Sponsor is fully responsible for

ensuring funds are available to be loaded to the Card. Each time you use the Card, you authorize us to reduce the value available on the Card by the amount of the transaction. The Card cannot be: (1) redeemed for its cash value; (2) used for illegal transactions; (3) used for purchases where recurring payments may occur, such as subscriptions, memberships, rentals, etc.; or (4) used to obtain cash at an automated teller machine ("ATM"). For security reasons, we may limit the amount or number of transactions you can make on the Card. We may refuse to process any transaction that we believe may violate the terms of this Agreement. YOU ARE NOT ALLOWED TO EXCEED THE BALANCE OF THE FUNDS AVAILABLE ON THE 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 the Card occurs due to a systems malfunction or otherwise, you will remain fully liable to us for the amount of the transaction. If you do not have enough funds available on the Card, you may be able to instruct the merchant perform a "split transaction" to charge part of the purchase to the Card and pay the remaining amount with another form of payment.

#### b. Limits

Spend Limitations	Limit
Maximum amount in Point of Sale Signature or PIN Transactions	\$5,000 Signature Purchase, \$5,000 PIN Purchase per day.

#### c. Foreign Transactions

If you obtain your funds (or make a purchase) in a currency or country other than the currency or country in which the Card was issued ("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 the Card. The rate they choose 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. You will be charged a Foreign Transaction Fee in U.S. dollars equal to \$.50 plus 1% on the total amount of the transaction. 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.

#### d. Personal Identification Number ("PIN")

You will receive a Personalized Identification Number ("PIN") when you activate your card by calling the number or going to the website indicated on the Card. CARDS ARE NOT ACCEPTED AT ATMS AND CANNOT BE USED TO OBTAIN CASH IN ANY PURCHASE TRANSACTION. You should not write or keep your PIN with the Card. Never share your PIN with anyone and do not enter your PIN into any terminal that appears to be modified or suspicious.

#### e. Obtaining Card Balance Information

You may obtain information about the amount of money you have remaining on the Card at no charge by contacting Customer Service. A history of Card transactions may also be available by contacting Customer Service or visiting our Website.

#### f. Authorization Holds

You do not have the right to stop payment on any purchase transaction originated by use of the Card. With certain types of purchases (such as those made at restaurants, hotels, or similar purchases), the 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.

#### g. Returns and Refunds

If you are entitled to a refund for any reason for goods or services obtained with the Card, the return and refund will be handled by the merchant. If the merchant credits the 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.

#### **h. Receipts**

You may wish to retain receipts as a record of transactions. You may need a receipt in order to verify a transaction with us or the merchant.

### **3. REPLACEMENT CARD**

If you need to replace the Card for any reason, please contact Customer Service. See the table above for applicable fees. Please note that there is an expiration date on the front of the Card. You cannot use the Card or have access to the funds after the expiration date, and whether you may obtain a replacement Card is subject to the policy of the Corporate Sponsor.

### **4. COMMUNICATIONS**

You agree that we may monitor and record any calls or other communications between us and you. You also agree that we or our service providers may contact you by using an automated dialing or email system, by text, or artificial or recorded voice. You agree to pay any service charges assessed by your plan provider for communications we send or make to you or that you send or make to us.

### **5. UNAUTHORIZED TRANSACTIONS**

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

If you believe the Card has been lost or stolen or an unauthorized transaction has been made using the information from the Card without your permission, contact Customer Service IMMEDIATELY. We will ask for the Card number and other identifying details. **We may not be able to assist you if you do not have the Card number.** We may not be able to assist you if you do not contact us within 60 days of the unauthorized transaction. We will charge a fee as noted in the fee table above (subject to applicable law) for any lost/stolen Card replacement, which will be deducted from the balance on the Card. A reissued Card may take up to 30 days to process.

#### **b. Zero Liability**

Visa Zero Liability policy covers U.S.-issued Visa-branded Cards only and does not apply to ATM transactions, PIN transactions not process by Visa, certain commercial card transactions, or unregistered cards. You must notify us promptly of any unauthorized use. For additional details visit [www.visa.com/security](http://www.visa.com/security).

### **6. NO WARRANTIES AND LIMITATION OF LIABILITY**

We are not responsible for the quality, safety, legality, or any other aspect of any goods or services purchased with a Card. Further, we will not be liable: (1) If, through no fault of ours, you do not have enough funds available on the Card to complete the transaction; (2) If a merchant refuses to accept the Card; (3) If an electronic terminal where you are making a transaction does not operate properly; (4) If access to the Card has been blocked after you reported the 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; or (6) For any other exception stated in our Agreement with you.

### **7. LEGAL NOTICES**

#### **a. 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.

#### **b. Other Terms**

If you allow another person to use the Card, you will be responsible under this Agreement for all transactions made by that person. You may not assign or transfer the Card or your obligations under this Agreement. We may, however, transfer or assign our rights under this Agreement, including any balances in the Card. 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 is 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 will 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.

### **8. PRIVACY**

We may provide information to our employees, auditors, affiliates, service providers, or attorneys as needed, or to any third party if you give us your written permission. We may also collect: (1) Information about purchases made with the Card, such as date of purchase, amount and place of purchase; (2) Information you provide to us when you register a Card, or for replacement Cards, or when you contact us with customer service issues, such as name, address, phone number. We may also disclose information about the Card or the transactions you make to third parties in order to: (1) complete transactions; (2) verify the existence and condition of the Card for a third party, such as merchant; (3) provide customer services; (4) process claims for lost or stolen Cards; (5) help protect against fraud and to conduct research and analysis; or (5) comply with government agency or court orders, or other legal reporting requirements.

### **9. JURY TRIAL WAIVER AND ARBITRATION**

**Because you have a limited right to use of these funds, any dispute regarding loss of funds should be handled with the Corporate Sponsor. However, to the extent you pursue action or claim against us, you agree to the following clauses.**

- a. **Jury Trial Waiver:** 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 does not modify in any fashion the Arbitration Clause set forth in the following section, which contains its own jury trial waiver.
- b. **Arbitration Clause:** You can opt out of this Arbitration Clause within 60 calendar days from the earlier of purchasing, activating, or using the Card. You must send the opt out notice in writing to Pathward, N.A., Attn: Customer Service, 5501 S Broadband Ln, Sioux Falls, SD 57108 ("Notice Address"). This Arbitration Clause governs any dispute arising under this Agreement, aside from the validity and coverage of this Arbitration Clause. Arbitrations will be conducted under the rules of the arbitration administrator, as chosen by us. Arbitration may be brought by you or us, and we will not demand arbitration if you bring an individual action in small claims court. In addition to the Jury Trial Waiver above, you also waive your rights to be a class member or bring suit in a class action or class arbitration. In order to commence an arbitration, the party bringing the dispute must send the notice and complaint in writing. You must send your notice to the Notice Address. After receiving notice, the other party has 30 days to attempt to resolve the issue before a suit or arbitration commences. We will pay all costs associated with administering an arbitration brought by you in good faith, if you cannot get a waiver and ask us to pay. Further, we will pay legal fees and costs if you win or as required by law or the arbitrator. This Arbitration Clause will stay in force if your Card is closed or we assign our rights under this Agreement. This Arbitration Clause and any rights to appeal or requests for information will be governed by the Federal Arbitration Act and the rules of the arbitrator.

Prepaid card is issued by Pathward, National Association, Member FDIC, pursuant to a license from Visa U.S.A. Inc.