CUSTOMER SERVICE CONTACT INFORMATION:
Address: 1221 W. 103rd Street, #256, Kansas City, Missouri 64114
Website: www.getmybalance.com
Phone Number: 1.800.755.8713

IMPORTANT NOTICES:
(1) Give this document to the recipient of the gift card for any future questions or issues.
(2) Please read carefully. This agreement contains an Arbitration Clause requiring all claims to be resolved by way of binding arbitration.
(3) Always know the exact dollar amount available on your card. Merchants may not have access to determine your card balance.
(4) If you do not agree to these terms, do not use the card, save your receipt, and cancel the card within 60 days of purchase by calling customer service and requesting a refund check.

Maintenance Fee: $2.50. Subject to applicable law, beginning the 13th consecutive month after there has been no activity on your Card, a monthly maintenance fee will be assessed to your Card as long as there are funds remaining and no activity, except for activity generating any transaction fees. Such fees may diminish the Card's balance before the "valid thru" date on the front of the Card. You may avoid this fee by using your Card at least once every twelve months.

Lost/Stolen Card Replacement Fee: $5.00. A separate form of payment may be required.

Replacement Card at Expiration: There is no additional cost to obtain a replacement Card due to expiration.

This Cardholder Agreement ("Agreement") sets forth the terms and conditions under which a Gift Card ("Card") has been issued to you by MetaBank®. By accepting and using this Card, you agree to be bound by the terms and conditions contained in this Agreement. In this Agreement "You" and "your" mean the person or persons who have received the Card and are authorized to use the Card. "We," "us," and "our" mean collectively, MetaBank®, its subsidiaries, stockholders, savings bank, member FDIC, and its divisions or assignees, and also includes, unless otherwise indicated, our Program Manager. "Program Manager" refers to EML Payments USA, LLC, who performs certain services related to your Card on MetaBank’s behalf. 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. This Agreement applies to both the purchaser and any other user of the Card. It is the purchaser's obligation to provide these terms and conditions to any user; however, new terms and conditions may be provided, or any other questions or concerns answered, by contacting Customer Service.

1. ABOUT YOUR CARD
The Card is a prepaid Card loaded with a specific amount of funds, redeemable to buy goods and services at participating merchants ONLY. No additional funds may be added to this Card... 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. If you have registered your Card, the funds 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 logging into www.getmybalance.com.

2. USING YOUR CARD
a. Accessing Funds and Limitations
You may use your Card at participating merchants only. (For a list of participating merchants, visit the website, which may be identified on the 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 cannot be: (1) reloaded for its cash value; (2) used to obtain cash in any transaction; (3) used for illegal transactions; (4) used to make foreign transactions; or (5) used for purchases where recurring payments may occur, such as subscriptions, memberships, rentals, etc. For security reasons, we may limit the amount or number of transactions you can make on your Card. We may restrict 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 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 will remain fully liable to us for the amount of the transaction. If you do not have enough funds available on your 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. Obtaining Card Balance Information
You may obtain information about the amount of money you have remaining on your Card at no charge by contacting Customer Service at 1.800.755.8713. This information, along with a 60-day history of Card transactions, is also available online by visiting www.getmybalance.com.

d. 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 anticipated charges. A preauthorization amount prior to "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 or cancel the purchase, your funds will be released immediately and you will not be charged for the transaction.

f. Suspension and Termination
We reserve the right, in our sole discretion, to limit your use of the Card. We may suspend or terminate your Card privileges with or without cause or notice, other than as required by applicable law. You may terminate this Agreement by returning the Card to us. You agree not to use or allow others to use an expired, revoked, canceled, suspended or otherwise invalid Card. Termination of your Card privileges will not otherwise release you from any continuing obligations arising under this Agreement or represent illegal or fraudulent activity, you may request a refund of any remaining balance on your Card by returning the Card by mail to ATTN: Card Refunds, 1221 W. 103rd Street, #256 Kansas City, Missouri 64114 along with a request for such remaining funds. Any request for refund will be processed by our Card issuer. A separate form of payment may be required. Please note that your Card has a "Valid Thru" date on the front of the Card. You may not use the Card after the “Valid Thru” date. However, even if the "Valid Thru" date has passed, the available funds on your Card do not expire. You will not be charged a fee for replacement cards that we send due to termination of the Card.

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 your Card has been lost or stolen or an unauthorized transaction has been made using the information from your Card without your permission, contact Customer Service IMMEDIATELY. We will ask for the Card number and other identifying details. Upon contacting us for any lost/stolen card, your funds will be temporarily unavailable until you activate your replacement card. 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, which will be deducted from the balance on the Card. A reissued Card may take up to 30 days to process.

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 your Card to cover the purchase, or if you exceed the credit limit on your Card; (2) If a merchant refuses to accept your Card; (3) If an electronic terminal where you are making a transaction does not operate properly; (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; (6) If you fail to follow your Card issuer's subject to legal process or other encumbrance restricting their use; (7) If we have reason to believe the requested transaction is unauthorized; (8) 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. Assignability
You may not assign or transfer your Card or your obligations under this Agreement. We may, however, transfer or assign our rights under this Agreement, including any balances in your Card.

c. Other Terms
You will be notified of any change to this Agreement in the manner required by applicable law prior to the effective date of the change. However, if the change is made for security purposes, we can implement such change without prior notice. 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 enforcing the right to begin charging fees 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. Should you have a remaining balance after a certain period of inactivity, we may be required to
remit the remaining funds to the appropriate state agency.

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 your Card or the transactions you make to third parties in order to: (1) complete transactions; (2) verify the existence and condition of your 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 (6) comply with government agency or court orders, or other legal reporting requirements.

9. JURY TRIAL WAIVER
You and we acknowledge that the right to trial by jury is a constitutional right but may be waived in certain circumstances. To the extent permitted by law, you and we knowingly and voluntarily waive any right to trial by jury in the event of litigation arising out of or related to this agreement. This jury trial waiver will not affect or be interpreted as modifying any other agreements regarding arbitration.

10. ARBITRATION CLAUSE
We have put this Arbitration Clause in question and answer form to make it easier to follow. However, this Arbitration Clause is part of this Agreement and is legally binding. For purposes of this section, our “Notice Address” is: MetaBank, Attn: Customer Service, 5501 S Broadband Ln, Sioux Falls, SD 57108.

Who handles the arbitration? Usually AAA or JAMS

Arbitrations are conducted under this Dispute Clause and the rules of the arbitration administrator in effect when the arbitration is started. However, arbitration rules that conflict with this Dispute Clause do not apply. The arbitration administrator will be either: (1) The American Arbitration Association (“AAA”), 1633 Broadway, 10th Floor, New York, NY 10019, www.adr.org; (2) JAMS, 620 Eighth Avenue, 34th Floor, New York, NY 10018, www.jamsadr.com; or (3) Any other company picked by agreement of the parties.

Form of Dispute Notice. If all the above options are unavailable, a court will pick the administrator. No arbitration may be administered without our consent by any administrator that would permit a class arbitration under this Dispute Clause. The administrator will be selected under the administrator’s rules. However, the administrator must be a lawyer with at least ten years of experience or a retired judge unless you and we otherwise agree.

Can Disputes be litigated? Sometimes

Either party may bring a lawsuit if the other party does not demand arbitration. We will not demand arbitration of any lawsuit you bring as an individual action in small-claims court. However, we may demand arbitration of any appeal of a small-claims decision or any small-claims action brought on a class basis.

Are you giving up any rights? Yes

For Disputes subject to this Dispute Clause, you give up your right to: (1) Have juries decide Disputes; (2) Have courts, other than small-claims courts, decide Disputes; (3) Serve as a private attorney general or in a representative capacity; (4) Join a Dispute you have with a dispute by other consumers; or (5) Bring or be a class member in a class action or class arbitration. We also give up the right to a jury trial and to have courts decide Disputes you wish to arbitrate.

Can you or another consumer start a class arbitration? No

The Administrator is not allowed to handle any Dispute on a class or representative basis. All Disputes subject to this Dispute Clause must be decided in an individual arbitration or an individual small-claims action. This Dispute Clause will be void if a court rules that the Administrator can decide a Dispute on a class basis and the court’s ruling is not reversed on appeal.

What law applies? The Federal Arbitration Act (“FAA”)

This Agreement and the Cards involve interstate commerce. Thus, the FAA governs this Dispute Clause. The Administrator must apply substantive law consistent with the FAA. The Administrator must honor statutes of limitation and privilege rights. Punitive damages are governed by the constitutional standards that apply in judicial proceedings.

Will anything I do make this Dispute Clause ineffective? No

This Dispute Clause stays in force even if: (1) you or we end this Agreement; or (2) we transfer or assign our rights under this Agreement.

Who bears arbitration fees? Us

When will we cover your legal fees and costs? If you win

We will pay all filing, administrative, hearing and Arbitrator fees if you act in good faith, cannot get a waiver of such fees and ask us to pay.

Can an award be appealed? Yes

A party may request details from the Administrator, within 14 days of the ruling. Upon such request, the Administrator will explain the ruling in writing.

This Dispute Clause is invalid. The Administrator may decide that an in-person hearing is unnecessary and that he or she can resolve a Dispute based on written filings and/or a conference call. However, any in-person arbitration hearing must be held at a place reasonably convenient to you.

Who bears arbitration fees? Usually, we do.

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 your Card or the transactions you make to third parties in order to: (1) complete transactions; (2) verify the existence and condition of your 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 (6) comply with government agency or court orders, or other legal reporting requirements.