

**MetaBank™ Cardholder Agreement****IMPORTANT – PLEASE READ CAREFULLY****Fees and Expiration Dates Associated with your Prepaid Card**

The only fee associated with your Card is a ten dollar (\$10.00) Replacement Card Fee (SVC CHG REPLACE CARD), which is only charged if your Card is lost or stolen and you request a replacement Card.

DESCRIPTION	FEE
Replacement Card (SVC CHG REPLACE CARD)	\$10.00 per request

Your Card will expire on the last day of the month of the “Card Expires” date (month/year) identified on the front of your Card. The funds on your Card will not be available after expiration.

**1. Terms and Conditions for this Card**

This document constitutes the agreement (“Agreement”) outlining the terms and conditions under which this READYperks™ Visa® Incentive Card has been issued to you. 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. Please sign your card immediately. In this Agreement, 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. You may need to activate your Card or perform some other action in order for funds to be available to you. Funds will not be available to you after expiration, so please use your funds prior to the “Card Expires” date on the front of your Card. Please read this Agreement carefully and keep it for future reference.

**2. Definitions**

“Card” means the READYperks Visa Incentive 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,” “our,” and “Bank” mean MetaBank, our successors, affiliates or assignees. The Card is a prepaid card that has been provided pursuant to a conditional offer. In order to obtain the Card, you understand and agree that all conditions of the offer must be met. The Card allows you to access funds on 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. 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. You will not receive any interest on the funds on the Card. This Card is not connected in any way to any other account and you may not add additional funds to the Card (however, you may receive additional funds as further described in Paragraph 3). You may register your Card by visiting [www.readyperks.com](http://www.readyperks.com) or calling 1-866-295-3380. For purposes of these disclosures, our business days are Monday through Friday. Holidays are not included.

**3. Using Your Card**

If you must activate your Card prior to use, you may do so by calling the number or going to the website indicated on the Card. The funds accessible to you after activation are provided by the manufacturer, retailer, distributor, or marketer of the product you have purchased, not the Card issuer. That manufacturer, retailer, distributor, or marketer is fully responsible for ensuring funds are available to be loaded to your Card. The manufacturer, retailer, distributor, or marketer that provided the initial funds on the Card may, in its sole discretion, make up to three (3) additional loads of funds on the Card, for a cumulative total value not to exceed one thousand dollars (\$1,000.00), pursuant to additional conditional offers or promotions. You will be notified of any conditional offers or promotions that may result in additional funds being loaded on the Card. You may use your Card to purchase or lease goods or services wherever the Card is honored as long as you do not exceed the value available on your Card. You are responsible for all transactions initiated by use of your 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 do not have enough value loaded on your Card you can instruct the merchant to charge a part of the purchase to the Card and pay the remaining amount with cash or 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 fail to inform the merchant prior to completing the transaction that you wish to do a “split transaction,” your Card is likely to be declined. 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 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. Your Card cannot be redeemed for cash. You may not use your Card for any illegal transactions or gambling transactions.

You should keep track of the amount of value loaded on Cards issued to you. You may obtain the current value on your Card by visiting [www.readyperks.com](http://www.readyperks.com) or by calling us at the Customer Service number shown on your Card and listed below at any time. If you have questions on Card usage, please call us at 1-866-295-3380 Monday - Friday, 8:00 a.m. - 6:00 p.m. Pacific Standard Time or write us at READYperks Customer Service, P.O. Box 1966 San Ramon, CA 94583.

Each time you use your Card, you authorize us to reduce the value available on your Card by the amount of the transaction. 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 (creating a “shortage”) you shall remain fully

liable to us for the amount of the transaction. You agree to pay us promptly for the shortage. We also reserve the right to cancel this Card should you create a shortage with your Card. You do not have the right to stop payment on any purchase transaction originated by use of your Card. 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 for up to thirty (30) days.

You can register your Card by visiting [www.readyperks.com](http://www.readyperks.com) or calling 1-866-295-3380. To register your Card you will be required to provide your name and address. Your Card will work even if it is not registered, but if you register your Card with us, it can be replaced if it is lost or stolen. 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.readyperks.com](http://www.readyperks.com) or call 1-866-295-3380 to register your Card.

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

You will not receive a Personalized Identification Number (“PIN”) with your Card, but you may request a PIN at the time after your Card is activated by visiting [www.readyperks.com](http://www.readyperks.com). You may use your Card to at any Point-of-Sale (POS) device which requires entry of a PIN, that bears the NYCE® brand. CARDS ARE NOT ACCEPTED AT AUTOMATED TELLER MACHINES (ATMs) AND CANNOT BE USED TO ACCESS CASH OR OBTAIN CASH BACK IN ANY PURCHASE TRANSACTION. You will not be able to receive any cash back from any funds on the Card, from an ATM, or at any POS device. 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 anyone has gained unauthorized access to your PIN, you should advise us immediately, following the procedures in the “Right to Dispute Errors” Section within this Agreement.

**5. 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. The amounts credited to your Card for refunds may not be available for up to seven (7) days from the date the refund transaction occurs.

**6. Card Available for Use Only in the United States**

Your Card is for domestic use only, within the United States. 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 is accepted. It cannot be used at merchants outside of the United States, including Internet and mail / telephone order merchants outside of the United States.

**7. 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.

**8. Our Liability for Failure to Complete Transactions**

In no event will we be liable for consequential damages (including lost profits), extraordinary damages, special or punitive damages. 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. 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 or computer or communication failure) prevent the completion of the transaction, despite reasonable precautions that we have taken;
- Any other exception stated in our Agreement with you.

**9. Your Liability for Unauthorized Transactions**

You agree to safeguard the Card and treat it like cash. The Card can be replaced if it is lost or stolen or if you believe that an electronic fund transfer has been made without your permission, with certain restrictions.

Tell us, AT ONCE, if you believe your Card has been lost or stolen or of any unauthorized transactions. You should call 1-866-295-3380 immediately to report a lost or stolen Card. You will be required to provide your name, the Card number, original value, and transaction history. Telephoning toll-free the number listed on the back of your Card is the best way of keeping your possible losses down. If your Card has been lost or stolen, we will close your Card to keep losses down. We reserve the right to investigate any claim you may make with respect to a lost or stolen Card, 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. If you request a replacement Card we will charge a ten dollar (\$10.00) Replacement Card Fee (subject to applicable law) for each replacement Card we send you. The Replacement Card Fee will be deducted from the balance on the Card. A replacement Card may take up to thirty (30) days to process. If your Card was not registered before it was lost or stolen, you cannot obtain a replacement Card. You acknowledge that purchases made with prepaid Cards, such as the 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.

Your liability for unauthorized transactions that take place on the Visa system is Zero dollars (\$0). We may require you to provide a written statement regarding claims of unauthorized transactions. These provisions limiting your liability do not apply to POS transactions, or any other debit transactions not processed by Visa. You may not be entitled to zero dollar liability in the event you did not exercise reasonable care in safeguarding your Card from unauthorized use. For example, if you directly gave permission or implied that a person had the right to use your Card, that use is not unauthorized. Additionally, if you received benefit from the purchase, the use is not unauthorized, and you may not be eligible for this zero liability coverage.

### 10. Information About Your Right to Dispute Errors

In case of errors or questions about your Card transactions, call at 1-866-295-3380 or write to us at READYperks Customer Service, P.O. Box 1966 San Ramon, CA 94583. Contact customer service if you think your transaction history or receipt is wrong or if you need more information about a transaction listed in your transaction history. 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.

### 11. Transaction History

You may obtain information about the amount of money you have remaining in your Card account by calling 1-866-295-3380. This information, along with a history of account transactions, is also available on-line at [www.readyperks.com](http://www.readyperks.com).

### 12. 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 Agreement will be governed by the law of the State of South Dakota except to the extent governed by federal law. We may, in our sole discretion, adjust the value of the Card to correct transactional or issuance errors or discrepancies.

### 13. Amendment and Cancellation

We may amend or change the terms of this Agreement at any time, subject to applicable law. You will be notified of any change 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 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.

### 14. Confidentiality

Disclosure: We may disclose information to third parties about your Card or the transactions you make:

1. Where it is necessary for completing transactions;
2. In order to verify the existence and condition of your Card for a third party, such as a merchant;
3. In order to comply with any government agency, court order, or other legal reporting requirements;
4. If you give us your written permission;
5. To our employees, auditors, affiliates, service providers, or attorneys as needed;
6. To provide customer service; or
7. 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.

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 obtain a Card.

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.

### 15. Telephone Monitoring/Recording

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.

### 16. Arbitration

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

(b) 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 including the validity, enforceability or scope of this Arbitration Provision or the Agreement. Claim includes claims of every kind and nature and is to be given the broadest possible meaning that will be enforced. 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.

(c) 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, as selected by the party electing to use arbitration. If a selection by us of one of the following 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. For a copy of the procedures, to file a Claim or for other information about these organizations, contact them as follows: Judicial Arbitration and Mediation Services ("JAMS") at 1920 Main Street, Suite 300, Los Angeles, CA 92614; website at [www.jamsadr.com](http://www.jamsadr.com); or the American Arbitration Association ("AAA") at 335 Madison Avenue, New York, NY 10017; website at [www.adr.org](http://www.adr.org).

(d) 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 JAMS, OR AAA, AS APPLICABLE (THE "PROCEDURES"). 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.CODE"). NOTE THAT OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT ALSO MAY NOT BE AVAILABLE IN ARBITRATION, INCLUDING BEING A MEMBER OF A CLASS.

(e) 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. 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.

(f) Payment of Fees: 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. 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).

(g) 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. 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 you may have a right to appeal any decision entered in Arbitration.

(h) Continuation: This Arbitration Provision shall survive termination of your Card 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

For additional support, please call the number on the back of your Card or visit [www.readyperks.com](http://www.readyperks.com).

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