

Cardholder Agreement
IMPORTANT – PLEASE READ CAREFULLY



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

Terms and Conditions for the Travel Card

This document constitutes the agreement (“Agreement”) outlining the terms and conditions under which a Visa U.S.A. Inc. (“Visa”), MasterCard International Incorporated (“MasterCard”) or Discover® Network (“Discover”) Prepaid Card (“Card”) has been issued to you. The Card is a Prepaid Card issued by MetaBank (“Issuer”). By accepting and using this Card, you agree to be bound by the terms and conditions contained in this Agreement. Please sign your Card immediately. In this Agreement “You” and “your” means the person or persons who have received the Card and are authorized to use the Card as provided for in this Agreement and are 16 years of age or older. “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.

Definitions

The Card is a Prepaid Card. The Card allows you to access funds you place on the Card. The Card does not constitute a checking, savings or other bank account and is not connected in any way to any other account you may have. The Card is a Prepaid Card loaded with a specific amount of funds; redeemable to buy goods and services anywhere Visa, MasterCard or Discover debit Cards are accepted. The Card is not a credit Card. You will not receive any interest on your funds on the Card. The funds on your Card will be FDIC insured provided your Card is registered. You may re-register your Card by going to visit www.myprepaidbalance.com or call toll-free the number listed on the back of your Card, or check with the Financial Institution where your Card was purchased for a customer service phone number for your Card.

Authorized Users: You may request an additional Card for another person. If you permit another person to have access to your Card or Card number, you are liable for all transactions made with the Card or Card number by those persons. You are responsible for all transactions and fees incurred by you or any other person you have authorized. You must notify us to revoke permission for any person you previously authorized to use your Card. If you tell us to revoke another person’s use of your Card, we may revoke your Card and issue a new Card with a different number. You are wholly responsible for the use of any Card according to the terms of this Agreement.

Personal Identification Number (“PIN”): We may, at our option, give you a Personalized Identification Number (“PIN”). If we give you a PIN, you may use your Card, (i) to obtain Cash from any Automated Teller Machine (“ATM”) or (ii) at any Point-of-Sale (POS) device which requires entry of a PIN that bears the Visa®, MasterCard® or Discover® brand marks. All ATM transactions are treated as Cash withdrawal transactions. You should not write or keep your PIN with your Card. If you believe that anyone has gained unauthorized access to your PIN, you should advise us immediately, following the procedures in the paragraph labeled “Your Liability for Unauthorized Transfers”.

Loading Your Card: You may add funds to your Card, called “value loading.” There is no limit on the number of times you may value load your Card. You agree to present the Card and meet identification requirements to complete load transactions as may be required from time to time. You may add funds to your Card at any time. The Financial Institution in-branch minimum reload amount is \$100.00, and the maximum is \$3,000.00 per reload. Other retail reload locations may have a lower maximum dollar reload amount of \$950.00 per reload. There is no limit to the total balance on the Card. Direct Deposit may be established for this Card.

Adding value through Green Dot Locations: Value will be “loaded” or added to the Card after the authenticity of the Card and/or “load” instruction has been verified. You can add (“reload”) additional value to your Personalized Card at any Green Dot Sales Agent or by following the directions supplied with the Card. Visit www.myGreenDot.com to find a Green Dot Sales Agent near you. A reload fee may apply for each reload. The maximum daily reload limit is \$950.00 per transactions or \$950.00 is the aggregate within a twenty-four (24) hour period. We may increase or decrease these limits from time to time in our sole discretion. We reserve the right to accept or reject any request to reload value to the Card at our sole discretion. The aggregate funds loaded on the Card between Green Dot and Western Union at any time may not exceed \$950.00.

Adding value through Western Union loads. Once the Card has been activated, you may add funds to your Card (a “POS Money Load”), at any participating Western Union Agent location via a Western Union Prepaid Services Transaction for a reload fee charged by Western Union. Please call 1-800-325-6000 or visit westernunion.com to find a Western Union Agent location. There is a minimum POS Money Load amount of \$10.00 and a maximum POS Money Load amount of \$950.00 per transaction or \$950.00 in the aggregate within a twenty-four (24) hour period. It may take up to 24-48 hours for funds to be available on your Card. If you attempt to perform a Western Union Prepaid Services transaction that would exceed these limits, your transaction will be denied. The aggregate funds loaded on the Card between Green Dot and Western Union at any time may not exceed \$950.00. You agree to present the Card and meet identification requirements to complete load transactions as may be required from time to time.

Using Your 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 Card. 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 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 use your Card to access cash at an Automated Teller Machine (ATM). You may not use your Card for any illegal transactions, use at casinos, and any gambling activity. You may not withdraw more than \$1500 from any ATM daily or more than \$1500 from any cash advance in any one day, or withdraw more than \$3000 total for the day.

You should keep track of the amount of value loaded on Cards issued to you. You may call us at the Customer Service number shown on your Card at any time to obtain the current value on your Card. To reach us, or to find out our business hours, call toll-free on the number listed on the back of your Card, or check with the Financial Institution for a customer service phone number for your Card to check the balance.

You do not have the right to stop payment on any transaction made with your Card. Each time you use your Card, you authorize us to 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 “negative balance”) you shall remain fully liable to us for the amount of the transaction and any applicable fees or charges. We reserve the right to bill you for any negative balance. You agree to pay us promptly for the negative balance and any applicable negative balance fees. We also reserve the right to cancel this Card should you create one or more negative balances with 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 10 days. Car rental and hotel authorizations may result in a temporary hold on funds up to 30 days.

Personal Identification Number (“PIN”): You may request a PIN by calling the number on the back of your Card. A PIN enables you to withdraw cash at any Automated Teller Machine (ATM) associated with the brand network and to use your Card at any Point of Sale (POS) device that requires a PIN. Card networks include Visa, Visa ATM, Interlink, ACCEL/Exchange, MasterCard, Maestro, Cirrus, Star, Plus and Pulse. Please refer to the back of your Card for participating networks where you can use your Card. Do not write your PIN on your Card, or keep it with your Card. If you believe someone obtained unauthorized access to your PIN, you should call the number provided on the back of your Card.

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 five (5) days from the date the refund transaction occurs.

Receipts

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

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

Inactivity Fee

You will be assessed an Inactivity Fee of \$2.95 if your Card remains inactive for 12 consecutive months.

Companion Card

When purchased, a Companion Card is available for a fee of \$0.00 to \$2.95. A Companion Card is available only at the time of the initial purchase.

Reload Fee

You will be assessed a fee ranging from \$0.00 to \$4.95 each time you reload your Card. Please consult the Financial Institution where you are reloading your Card to determine what you will be charged.

You may also be assessed a Reload Fee depending on the type of method you use to reload your Card. For example, if you use the Green Dot method, you may be charged \$0 to \$4.95 per reload, or using the Western Union method, you may be charged \$0 to \$4.95 per reload.

Replacement Card Fee

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

ATM

The domestic ATM withdrawal fee is \$1.50. The international ATM withdrawal fee is \$3.00. To get your balance using an ATM you will be assessed a \$0.50 fee.

POS/POI/POP PIN

To use your PIN at the point of sale/interaction/purchase, you will be assessed a fee of \$0.50.

Over the Counter Cash Withdrawal

To obtain cash over the counter you will be assessed a fee of \$5.00.

SMS Text

Standard Text Message Rates Apply

International Transaction Fee

If you obtain your funds (or make a purchase) in a currency or country other than the currency or country in which your Card was issued, the amount deducted from your funds will be converted by Visa, MasterCard or Discover who will also establish a currency conversion rate for this convenience using a rate selected by Visa, MasterCard or Discover from the range of rates available in wholesale currency markets for the applicable central processing date which may vary from the rate Visa, MasterCard or Discover receives, or the government mandated rate in effect for the applicable central processing date, in each instance, plus or minus any adjustment determined by the Issuer. This percentage amount is independent of any amount taken by the Issuer in accordance with the following section of these Terms & Conditions.

If you obtain your funds in a currency or country other than the currency or country in which your Card was issued, the Issuer may increase the currency conversion rate (described in the immediately preceding section) up to an additional 3% and will retain this amount as compensation for its services. This charge is independent of the currency conversion rate established by Visa, MasterCard or Discover.

Text Messaging Services

SMS Text Options: You may be able to use SMS text to perform a variety of functions, such as low balance alerts, load alerts, informational messages, and asking us to send you your balance. Call the number on the back of your Card for more details and to determine if you are eligible for this service. Standard messaging rates and charges apply. SMS text functionality will depend on your data package, your phone, and your plan. To sign up for SMS text functionality, call the number on the back of your Card. If you have signed up for SMS text functionality, you may check your balance by going to the messaging area of your phone to compose a new text message and texting BAL to the number provided to you in your marketing material. We will make reasonable efforts to try to respond quickly to your SMS text requests for balance information.

You may also unsubscribe to SMS services and perform various transactions through SMS text messages from your mobile phone or other mobile device by calling the number on the back of your Card.

We cannot accept responsibility for any SMS services messages not received, or any SMS services reply messages not received by you, or for any delay in the receipt or delivery of any SMS services messages, due to failures of any telecommunications network outside our reasonable control. We may not retry delivery of SMS messages to your mobile device unless you request redelivery or unless we receive notice that an SMS message sent to your mobile phone or device was not successfully received.

You understand and acknowledge that the telecommunications networks through which SMS text messages are transmitted may be outside of our control and influence and that we may not be able to assist in resolution of problems with such networks. You agree that we are not responsible for your use of the SMS services outside of our reasonable control.

You understand and acknowledge that we may have to interrupt the messaging services to carry out maintenance, but we will try to keep such interruptions to a minimum. **We will not be liable to you in any circumstances for: loss of business, loss of goodwill, loss of opportunity, loss of profit; any type of special, consequential or indirect loss whatsoever.** We can only provide the SMS services to a mobile phone registered on a US network and not to a fixed line telephone, or a computer capable of receiving SMS text messages. Some older mobile phones may not be compatible with the SMS services (the mobile phone you register to use the SMS services must be a digital mobile phone). The SMS services are only available in the United States. SMS services may be discontinued at any time. We may decide to withdraw the messaging services with immediate effect without prior notice to comply with the law, to protect security, or to combat fraud.

Periodic Statements

Statements in electronic format will be made available free of charge at www.myprepaidbalance.com during each month in which a transaction occurs. You may choose to have a paper statement mailed to you.

You may obtain information about the amount of money you have remaining in your Card account by calling toll-free the number listed on the back of your Card, or check with the Financial Institution where your Card was purchased for a customer service phone number for your Card. This information, along with a 60-day history of account transactions, is also available on-line at www.myprepaidbalance.com. You also have the right to obtain a sixty (60) day written history of account transactions by calling toll-free the number listed on the back of your Card, or check with the Financial Institution where your Card was purchased for a customer service phone number for your Card. You may also call this number to be provided with an address for writing to customer service. As an alternative, the Financial Institution where you purchased your Card can locate a customer service address.

Confidentiality

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 merchant;
- (3) In order to comply with government agency, court order, or other legal reporting requirements;
- (4) If you give us your written permission, or;
- (5) To our employees, auditors, affiliates, service providers, or attorneys as needed.

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 will not be liable, for instance:

- (1) If, through no fault of ours, you do not have enough funds available on your Card to complete the transaction;
- (2) If a merchant refuses to accept your Card;
- (3) If an ATM where you are making a cash withdrawal does not have enough cash;
- (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 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.

Liability for Unauthorized Visa Debit Card Transactions. Tell us, AT ONCE, if you believe your Visa debit Card has been lost or stolen or of any unauthorized transactions. 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 ATM, POS, Pinless, or any other debit transactions not processed by Visa. In addition to this paragraph, we may also be responsible to you for unauthorized transactions (see Your Liability for Unauthorized Transactions paragraph below).

Your Liability for Unauthorized Transactions Tell us AT ONCE if you believe your Card has been lost or stolen. Telephoning toll-free the number listed on the back of your Card, or check with the Financial Institution where your Card was purchased for a customer service phone number for your Card is the best way of keeping your possible losses down. You may not be liable for unauthorized use of your Card provided that you notify us within a reasonable time after learning of the loss or theft of your Card. A transaction will be considered unauthorized if it is initiated by someone other than you without your authority, or you receive no benefit from the transaction, or if we do conclude, in our sole discretion, that the facts and circumstances do reasonably support a claim of unauthorized use. Reasonable time will be determined in our sole discretion based on the circumstances but will not be less than 60 days from the transaction date. 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. Also, if your transaction history shows transactions that you did not make, tell us at once. If you do not tell us within 60 days after the transaction history was made available to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from making the unauthorized transaction if you had told us in time. Our liability is limited to reimbursing you for the face amount of any unauthorized transaction.

From time to time the Card service may be inoperative, and when this happens, you may be unable to use your Card or obtain information about your balance. Please notify us if you have any problems using your Card. You agree that we are not responsible for any interruption of service.

Other Terms

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

Amendment and Cancellation

We may amend or change the terms of this Agreement at any time. You will be notified of any change in the manner provided by applicable law prior to the effective date of the change. However, if the change is made for security purposes, we can implement such change without prior notice. We may cancel or suspend your Card or this Agreement at any time. You may cancel this Agreement by returning the Card to us or by calling toll-free the number listed on the back of your Card, or check with the Financial Institution where your Card was purchased for a customer service phone number for your Card. termination of this Agreement will not affect any of our rights or your obligations arising under this Agreement prior to termination.

Information About Your Right to Dispute Errors

In case of errors or questions about your Card transactions, call toll-free the number listed on the back of your Card, or check with the Financial Institution where your Card was purchased for a customer service phone number for your Card. You may also call this number to be provided with an address for writing to customer service. As an alternative, the Financial Institution where you purchased your Card can locate a customer service address. Contact customer service if you think your statement or receipt is wrong or if you need more information about a transaction listed on the statement or receipt. You must contact us no later than sixty (60) days after we have sent you the FIRST statement on which the problem or error 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.

If you provide this information orally, we may require that you send your complaint or question in writing within ten (10) business days. We will determine whether an error occurred within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we ask you to put your complaint or question in writing and you do not provide it within ten (10) business days, we may not credit your Card.

For errors involving new Cards, point-of-sale, or foreign-initiated transactions, we may take up to ninety (90) days to investigate your complaint or question. We will tell you the results within three (3) business days after completing the investigation. If we decide that there was no error, we will send you a written explanation. Copies of the documents used in the investigation may be obtained by contacting: toll-free the number listed on the back of your Card, or check with the Financial Institution where your Card was purchased for a customer service phone number for your Card.

Privacy and Data Protection

(i) Information We Collect ("Cardholder Information"): (a) Information about purchases made with the Card, such as date of purchase, amount and place of purchase. (b) Information you provide to us when you apply for a Card, or for replacement Cards or when you contact us with customer service issues, such as name, address, phone number.

(ii) Information Security: Only those persons who need it to perform their job responsibilities are authorized to have access to Cardholder Information. In addition, we maintain physical, electronic and procedural security measures that comply with federal regulations to safeguard Cardholder Information.

(iii) Disclosure: We may use Cardholder Information to provide customer services, to process claims for lost or stolen Cards, to develop marketing programs, to help protect against fraud and to conduct research and analysis. In addition, it is often necessary for us to disclose Cardholder Information for the same purposes to companies that work with us. For example, we may provide certain Cardholder Information to companies that perform business operations or services, including marketing services, on our behalf. We may also provide certain Cardholder Information to others as permitted by law, such as government entities or other third parties in response to subpoenas.

Telephone Monitoring/Recording

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

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.

Arbitration

(a) Purpose: This 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 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 on the Cards; (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.

(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. Claims shall be referred to either the National Arbitration Forum ("NAF"), 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) the NAF at P.O. Box 50191, Minneapolis, MN 55404; website at www.arbitration-forum.com; (ii) JAMS at 1920 Main Street, Suite 300, Los Angeles, CA 92614; website at www.jamsadr.com; (iii) AAA at 335 Madison Avenue, New York, NY 10017; website at 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 THE NAF, 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.

(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. 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.

(f) 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.

(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. 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.

(h) Continuation: This Arbitration Provision shall survive termination of your Card as well as voluntary payment of the 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 5501 S. Broadband Lane, Sioux Falls, SD 57108

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

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