GIFT CARD
Cardholder Agreement

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. You may use your Card to purchase any item or service as long as there are funds remaining and no activity occurs. Such fees may diminish the Card 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
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, member FDIC, in exchange for funds provided by the Cardholder using 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" mean the person or persons who have received the Card and are authorized to use the Card, and "we," "us," and "our" mean collectively, MetaBank, a federally-chartered 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; moreover, the 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 for 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) redeemed 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 refuse to process any transaction that we believe may violate the terms of this Agreement. YOU ARE NOT ALLOWED TO EXCEED THE BALANCE ON THE FUNDS AVAILABLE ON YOUR CARD. You should attempt to use the Card when the available funds 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 to perform a “split transaction” to charge part of the purchase to the Card and pay the remaining amount with another form of payment. Your Card is valid in the U.S. only. It cannot be used at merchants outside of the United States, including internet and mail/telephone order merchants outside of the United States.

   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.

   c. Authorization Holds
You do not have the right to stop payment on any purchase transaction originated by use of your Card. With certain types of purchases (such as those made at restaurants, hotels, or similar purchases), your Card may be “preauthorized” for an amount greater than the transaction amount to cover gratuity or incidental expenses. Any preauthorization amount will place a “hold” on your available funds until the merchant sends us the final payment amount of your purchase. Once the final payment amount is received, the credit for the difference between the preauthorization amount and the final payment amount will be returned to your Card. You may 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.

   d. Returns and Refunds
If you use the Card for any reason for goods or services obtained with your Card, the return and refund will be handled by the merchant. If the merchant credits your Card, the credit may not be immediately available. While merchant refunds post as soon as they are received, please note that we have no control over when a merchant sends a credit to our bank. Your refund may not be available for a number of days after the date the refund transaction occurs.

   e. 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 your Card for any reason, please contact Customer Service. See the table above for applicable fees. 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 expiration of the Card.

4. COMMUNICATIONS
You agree that we may monitor and record any calls or other communications originated by use of your Card. We may record and store communications for use in our own training, in connection with our Card for a third party, such as merchant; or to provide customer services; (4) process claims for lost or stolen Cards; (5) help protect against fraud and to conduct research and analysis; or (6)
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 in any fashion the arbitration clause set forth in the following section, which contains our own jury trial waiver.

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.

Background and Scope.

<table>
<thead>
<tr>
<th>Question</th>
<th>Answer</th>
</tr>
</thead>
<tbody>
<tr>
<td>What is arbitration?</td>
<td>An alternative to court</td>
</tr>
<tr>
<td>In arbitration, a third party arbitrator ( Arbitrator ) solves disputes in an informal hearing.</td>
<td></td>
</tr>
<tr>
<td>Is it different from court and jury trials?</td>
<td>Yes</td>
</tr>
<tr>
<td>The hearing is private. There is no jury. It is usually less formal, faster and less expensive than a lawsuit. Pre-hearing fact finding is limited. Appeals are limited. Courts rarely overturn arbitration awards.</td>
<td></td>
</tr>
<tr>
<td>Can you opt-out of this Dispute Clause?</td>
<td>Yes, within 60 days</td>
</tr>
<tr>
<td>If you do not want this Dispute Clause to apply, you must send us a signed notice within 60 calendar days after you purchase the Card. You must send the notice in writing (and not electronically) to our Notice Address. Provide your name, address and Card number. State that you “opt out” of the dispute clause.</td>
<td></td>
</tr>
<tr>
<td>What is this Dispute Clause about?</td>
<td>The parties’ agreement to arbitrate Disputes</td>
</tr>
<tr>
<td>Unless prohibited by applicable law and unless you opt out, you and we agree that you or we may elect to arbitrate or require arbitration of any “Dispute” as defined below.</td>
<td></td>
</tr>
<tr>
<td>Who does the Dispute Clause cover?</td>
<td>You, us and certain “Related Parties”.</td>
</tr>
<tr>
<td>This Dispute Clause governs you and us. It also covers certain “Related Parties”: (1) our parents, subsidiaries and affiliates; (2) our employees, directors, officers, shareholders, members and representatives; and (3) any person or company that is involved in a Dispute you pursue at the same time you pursue a related Dispute with us.</td>
<td></td>
</tr>
<tr>
<td>What disputes does the Dispute Clause cover?</td>
<td>All Disputes (except certain Disputes about this Dispute Clause)</td>
</tr>
<tr>
<td>This Dispute Clause governs all “Disputes” that would usually be decided in court and are between us (or any Related Party) and you. In this Dispute Clause, the word “Dispute” has the broadest reasonable meaning. It includes all claims even indirectly related to your Card or this Agreement. It includes claims related to the validity in general of this Agreement. However, it does not include disputes about the validity, coverage or scope of this Dispute Clause or any part of this Dispute Clause. (This includes a Dispute about the rule against class arbitration.) All such disputes are for a court and not an Arbitrator to decide.</td>
<td></td>
</tr>
<tr>
<td>Who handles the arbitration?</td>
<td>Usually AAA or JAMS</td>
</tr>
<tr>
<td>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 (&quot;AAA&quot;), 1633 Broadway, 10th Floor, New York, NY 10019, <a href="http://www.adr.org">www.adr.org</a>; (2) JAMS, 620 Ninth Street, New York, NY 10018, <a href="http://www.jamsadr.com">www.jamsadr.com</a>; or (3) Any other company picked by agreement of the parties.</td>
<td></td>
</tr>
<tr>
<td>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 arbitrator will be selected under the administrator’s rules. However, the arbitrator must be a lawyer with at least ten years of experience or a retired judge unless you and we otherwise agree.</td>
<td></td>
</tr>
</tbody>
</table>

- 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 court trial and to have courts decide Disputes you wish to arbitrate.
- Can you or another consumer start a class arbitration? No
- The Arbitrator 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 Arbitrator can decide a Dispute on a class basis and the court’s ruling is not reversed on appeal.
- This Agreement and the Cards involve interstate commerce. Thus, the FAA governs this Dispute Clause. The Arbitrator 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.

Process.

- What must a party do before starting a lawsuit or arbitration? Send a written Dispute notice and work to resolve the Dispute
- Before starting a lawsuit or arbitration, the complaining party must give the other party written notice of the Dispute. The notice must explain in reasonable detail the nature of the Dispute and any supporting facts. If you are the complaining party, you must send the notice in writing (and not electronically) to our Notice Address. You or an attorney you have personally hired must sign the notice and provide the Card number and a phone number where you (or your attorney) can be reached. A letter from us to you will serve as our written notice of a Dispute. Once a Dispute notice is sent, the complaining party must give the other party a reasonable opportunity over the next 30 days to resolve the Dispute on an individual basis.
- How does an arbitration start? Mailing a notice
- If the parties do not reach an agreement to resolve the Dispute within 30 days after notice of the Dispute is received, the complaining party may commence a lawsuit or an arbitration, subject to the terms of this Dispute Clause. To start an arbitration, the complaining party picks the administrator and follows the administrator’s rules. If one party begins or threatens a lawsuit, the other party can demand arbitration. This demand can be made in court papers. It can be made if a party begins a lawsuit on an individual basis and then tries to pursue a class action. Once an arbitration demand is made, no lawsuit can be brought and any existing lawsuit must stop.
- Will any hearing be held nearby? Yes
- The Arbitrator 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.
- What about appeals? Very limited

Appeal rights under the FAA are very limited. The Arbitrator’s award will be final and binding. Any appropriate court may enter judgment upon the arbitrator’s award.

Arbitration Fees and Awards.

- Who bears arbitration fees? Usually, we do
- 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.
- If you win an arbitration, we will pay the reasonable fees and costs for your attorneys, experts and witnesses. We will also pay these amounts if required under applicable law or the administrator’s rules or if payment is required to enforce this Dispute Clause. The Arbitrator shall not limit his or her award of these amounts because your Dispute is for a small amount.
- Can an award be explained? Yes
- A party may request details from the Arbitrator, within 14 days of the ruling. Upon such request, the Arbitrator will explain the ruling in writing.

This Card is issued by MetaBank, Member FDIC.
© 2017 MetaBank.