

Cardholder Agreement

IMPORTANT – PLEASE READ CAREFULLY

1. Terms and Conditions for The CashPass - Yo It's Me Prepaid MasterCard®.

This document constitutes the agreement (“Agreement”) outlining the terms and conditions under which the CashPass - Yo It's Me Prepaid MasterCard® has been issued to you. By accepting and using this card, you agree to be bound by the terms and conditions contained in this Agreement. In this Agreement, “Card” means the CashPass - Yo It's Me 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,” 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.

2. 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 not a credit card. You will not receive any interest on your funds on the Card.

Authorized Users: You may request an additional Card for another person. You may also permit another person to have access to your Card or Card number. However, if you do, you are liable for all transactions made with the Card or Card number by those persons. You must notify us to revoke permission for any person you previously authorized to use your Card. You are responsible for all transactions and fees incurred by you or any other person you have authorized. 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 each Card according to the terms of this Agreement.

Personal Identification Number (“PIN”): We may, at our option, give you a Personal 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 Maestro® or Cirrus® brand. 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”, at any time. The amount of each value load must be at least \$10.00. (There is no limit on the number of times you may value load your Card.) However, the maximum value load you may place on your Card when aggregated with any other Cards you have authorized is restricted to \$2500.00. You agree to present the Card and meet identification requirements to complete load transactions as may be required from time to time.

3. 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 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 and listed below at any time to obtain the current value on your Card. For 24 hour automated Customer Service you can call toll-free 1-877-766-3551. To speak to a live agent our hours of operation are 7am to 8pm. CST Monday – Friday and 10am – 6pm CST, Saturday and Sunday.

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 and any applicable fees or charges. We reserve the right to bill you for any shortage. You agree to pay us promptly for the shortage and any applicable shortage fees. We also reserve the right to cancel this Card should you create one or more shortages 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 30 days.

4. 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.

5. 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 MasterCard into an amount in the currency of your Card. MasterCard will establish a currency conversion rate for this convenience using a rate selected by MasterCard from the range of rates available in wholesale currency markets for the applicable central processing date which may vary from the rate MasterCard itself 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 1% and will retain this amount as compensation for its services. This charge is independent of the currency conversion rate established by MasterCard.

6. Receipts

You should get a receipt at the time you make a

transaction or obtain cash using your Card. You agree to retain your receipt to verify your transactions.

7. Periodic Statements

Statements in electronic format will be made available free of charge at www.yomastercard.com during each month in which a transaction occurs. You may choose to have a paper statement mailed to you. However, there is a fee for this service.

You may obtain information about the amount of money you have remaining in your card account by calling 1-877-766-3551. This information, along with a 60-day history of account transactions, is also available on-line at www.yomastercard.com. You also have the right to obtain a sixty (60) day written history of account transactions by calling 1-877-766-3551, or by writing us at CashPass - Yo It's Me Network PO Box 906 Burnsville, MN 55337-0906.

8. Fees and Charges

- Card Activation Fee - \$19.95 will be assessed to your card when you enroll for a CashPass - Yo It's Me Prepaid MasterCard®.
- Account Maintenance Fee - \$6.95 will be assessed to your card each month.
- ATM Withdrawal Fee - \$2.00 will be assessed to your card for each ATM cash withdrawal.
- Load Fee – \$2.00 load fee will be assessed to your card when funds are loaded.
- Customer Service Fee – Live customer service will be offered for free during the following hours: M-F 7am – 8pm Sat & Sun. 10am – 6pm. A \$1.50 per minute will be assessed to your card when you speak with a live customer service agent during all other hours
- Interactive Voice Response (IVR) Fee - \$0.50 per call will be assessed to your card each time you access the IVR number provided on the back of your card.
- Paper Statement Fee - \$1.00 will be assessed to your card for each statement you receive.
- Additional or Replacement Card Fee - \$10.00 will be assessed to your card each time you order an additional or replacement if your card is lost, stolen, or damaged.
- Express Mail Fee - \$15.00 will be assessed to your card anytime you request a card by shipped to you by express mail.
- Card Draft Fee - \$10.00 will be assessed to your card if you want to have the balance of your card refunded to you via a check.
- Cash Advance Fee - \$10.00 will be assessed to your card when you receive cash back.
- Bill Pay Fee - \$1.00 per bill pay.
- Check Cancellation Fee - \$25.00 will be assessed to your card anytime you cancel a bill payment check that has been processed.
- Calling Card Fee - \$0.40 1st min & \$0.10 per min thereafter.
- Inactivity Fee – \$3.95 Fee will apply each and every 30 day period following any period of 45 days where there is no activity.
- Wire Fee - \$10.00 will be assessed to your card when funds are deposited via a wire transfer.

9. 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.

10. 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.

11. Your Liability for Unauthorized Transfers

Tell us AT ONCE if you believe your Card has been lost or stolen. Telephoning toll-free at 1-877-766-3551 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.

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.

13. 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. Your termination of this Agreement will not affect any of our rights or your obligations arising under

this Agreement prior to termination.

14. Information About Your Right to Dispute Errors

In case of errors or questions about your Card transactions, call 1-877-766-3551 or write to CashPass - Yo It's Me Network PO Box 906 Burnsville, MN 55337-0906. 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: CashPass - Yo It's Me Network PO Box 906 Burnsville, MN 55337-0906.

15. 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.

16. Telephone Monitoring/Recording

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

17. 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.

18. Regarding Payroll Cards Only (IF APPLICABLE)

The following Paragraphs apply only if you are holding a

payroll card. A payroll card is defined as accounts directly or indirectly established by an employer on behalf of a consumer to which EFTs of the consumer's wages or other compensation are made on a recurring basis, whether the account is operated or managed by the employer, a third party payroll processor, or a depository institution. Payroll card accounts are assigned to an identifiable consumer and represent a recurring stream of payments that is likely the primary source of the consumer's income, replenished on a recurring basis and designed for ongoing use at multiple locations and for multiple purposes. You may obtain information about the amount of money you have remaining in your payroll card account by calling 1-877-766-3551. This information, along with a 60-day history of account transactions, is also available online at www.yomastercard.com. You also have the right to obtain a 60-day written history of account transactions by calling 1-877-766-3551, or by writing us at CashPass - Yo It's Me Network PO Box 906 Burnsville, MN 55337-0906. In case of errors or questions about your payroll card account, telephone or write us at the number or address above as soon as possible, if you think an error has occurred in your payroll card account. We must hear from you no later than 60 days after the earlier of the date you electronically access your account or the date we sent the FIRST written history on which the error appeared. You may request a written history of your transactions at any time by contacting customer service. You will need to tell us the following: 1.) Your name, 2.) Your payroll card account number, 3.) Why you believe there is an error 4.) The dollar amount involved and 5.) Approximately when the error took place. If you tell us orally, we may require that you send us your complaint or question in writing within 10 days. We will determine whether an error occurred within 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 45 days to investigate your complaint or question. If we decide to do this, we will provisionally credit your account within 10 business days for the amount you think is in error, so that you will have the money during the time it takes us to complete our investigation. Funds will remain contingent on whether we determine if an error occurred. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account. For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error. We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents we used in our investigation. If you have any further questions regarding error resolution procedures, please contact us by calling 1-877-766-3551.

19. 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.