

**Money Network Discover® Prepaid Card  
(Reloadable if Registered)**

**CARDHOLDER AGREEMENT  
IMPORTANT – PLEASE READ CAREFULLY**

**Terms and Conditions for the Money Network Discover Prepaid Card**

This document constitutes the agreement (this “Agreement”) between you and MetaBank™ regarding the Money Network Discover Prepaid Card (“Card”) issued by MetaBank, Member FDIC. **All references to “Card” contained in this Agreement relate specifically to the Discover prepaid account associated with your student ID, and not to your student identification, access, or any other accounts established between you and your university. Please read this Agreement carefully and keep it for future reference.**

In this Agreement, “you” and “your” mean the person or persons who have purchased or received the Card and/or are authorized to use the Card as provided for in this Agreement. “We”, “us”, “our” and “Bank” mean MetaBank, our successors, affiliates and assignees. “Cardholder Fee Schedule” means the schedule of Cardholder fees included with your Card. The Card will remain the property of Bank and must be surrendered to Bank upon demand. The Card may be canceled, repossessed or revoked at any time without prior notice subject to applicable law. In such instance, you will need to work directly with your university to re-issue your student identification/access card.

**Important Disclosures**

The Card is a prepaid card redeemable as described below. You may NOT load additional funds to this Card until we have completed our verification process. You have previously consented to our verification process by signing the consent form provided to you by the university you attend. Our verification process is described below under “**Important Information about Reloadable Card Verification Process**”.

The Card is NOT a credit card. The Card is not connected in any way to any other account. You will not receive any interest on the funds loaded onto your Card. For purposes of this Agreement, our business days are Monday through Friday, excluding holidays.

*THIS AGREEMENT CONTAINS A LIMITATION OF LIABILITY PROVISION AND AN ARBITRATION PROVISION AND WAIVER OF TRIAL BY JURY (the “Liability and Dispute Provisions”). In addition to being agreements enforceable by Bank, you acknowledge and agree that the Liability and Dispute Provisions run to the benefit of, and are enforceable by, retailers where Cards are purchased or loaded (“Retailers”) and First Data Corporation and their successors, affiliates and assignees, the First Data Prepaid Services business units (including Money Network), which provide management and administration services for the Card program, and Integrated Payment Systems Inc., with which Bank has contracted to process the transfer of funds, on behalf of Bank, from Retailers to Bank (collectively, “First Data”).*

**Conditions for Reloadable Money Network Discover® Prepaid Card**

Upon completion of our verification process, your Card will have all the functionalities described below of a Money Network Discover® Prepaid Card (“Reloadable Card”). You must be at least 18 years old in order for your Card to be registered as a Reloadable Card. If we notify you that we need additional information, you must provide the information or your Card will NOT be registered as a Reloadable Card and your Card will have NO reload functionalities, except for funds from the university you attend. Upon completion of the registration and verification process, and unless we notify you that you cannot be registered for reload, your Card will be registered as a Reloadable Card.

**Important Information about Reloadable Card Verification Process**

To help the government fight the funding of terrorism and money-laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who obtains a Reloadable Card. **What this means for you:** If we are unable to verify your identity, we may ask you for additional information that will allow us to identify you. We may also ask to see your driver’s license or other identifying documents. You may be required to mail or fax copies of certain documents to us. You will have 10 days to provide us with supplemental information that we can use to verify your identity. You agree to notify us promptly if your address changes.

### **Activation**

To activate the Card and select a new personal identification number (“PIN”), you should follow the instructions provided at the time you received your Card and provide the information requested. You may not transfer the Card to another person.

### **Use of Money Network Checks**

An initial stock of Money Network Checks has been provided to you from Bank. In addition to using your Card, you may access the funds in your Account (as defined below) by completing a Money Network Check by using the Interactive Voice Response Unit (“IVRU”) at the Customer Service number shown at the end of this Agreement and/or on the materials that accompanied the Card. The IVRU process requires you to enter the number on your Card in order to access your funds with a Money Network Check. *You acknowledge that if you choose not to use the Card, you will need to keep your Card number in order to use the Money Network Checks.* The amount of the Money Network Check you authorize using the IVRU will be electronically debited against your Account (as defined below) immediately. Please note that once you complete a Money Network Check with a transaction number, that Money Network Check is valid for the amount authorized and could be cashed or negotiated by anyone who has possession of the Money Network Check. You should carefully safeguard any Money Network Check for which you have received a transaction number. To learn how to cancel a Money Network Check after it has been authorized and receive credit to your Account (as defined below), please refer to the Money Network Check instructions that accompanied your Card. If an authorized Money Network Check is not cashed or deposited within 180 days, the Money Network Check will be canceled and the funds credited to your Account (as defined below). To order additional Money Network Checks, please contact Customer Service.

### **Loading and Reloading Your Card**

Unless your Card is registered as a Reloadable Card, your Card may be loaded with value only by the university you attend and you will have no ability to reload your Card.

If your Card is registered as a Reloadable Card, subject to the limits described below, you may load value (add funds) to your Card at any time. You may load your Card via direct Automated Clearing House (“ACH”) transfer, including direct ACH transfer of your payroll funds, or with cash at a retailer participating in the Money Network Discover program, as identified on our internet website at [www.moneynetworkedu.com](http://www.moneynetworkedu.com) (the “Website”). In order to load value to your Card, you agree to comply with all other requirements we may impose from time to time, including but not limited to identification requirements and Card presentation requirements. Value loaded to your Card with cash will be available immediately. Value loaded to your Card by direct ACH transfer will be made available on the day we receive it. If you have arranged to have direct transfers made to your Card at least once every 60 days from the same person or company, you can call Customer Service or visit the Website to find out whether or not the transfer has been made. The amount of each cash load must be at least \$20. Loads at participating retail locations may not exceed \$1,100 per load, \$2,500 per calendar day and \$5,000 per calendar month. Retailers may, however, impose lower maximums. Loads by ACH may not exceed \$4,000 per transaction.

### **Non-interest Bearing Account**

Your account (“Account”) is maintained in an aggregated custodial account established for the benefit of you and other participants in the services at Bank and into which funds are deposited by your university. Your Account is held by Bank on your behalf and is insured by the Federal Deposit Insurance Corporation (“FDIC”) up to the limits permitted by law. Your university disclaims any rights to any interest in any of the funds in your Account, and acknowledges and agrees that the funds in your Account do not constitute property of your university, but instead constitute property of the participating student on whose behalf the funds are held. You will not earn interest on your Account.

### **Using Your Card**

You are wholly responsible for each use of the Card according to the terms of this Agreement. **If you permit another person to use the Card and/or the PIN, you will be liable for all transactions made by that person and all fees and charges associated therewith.**

You may use your Card to:

- (i) Initiate transactions at any ATM (including ATMs located outside the United States) participating in the

Discover, Allpoint, PULSE or STAR network, including cash withdrawals and balance inquiries.

(ii) Pay for goods or services (including bill payment) where Discover, Allpoint, PULSE or STAR debit cards are accepted.

(iii) Obtain cash back at the point of sale at merchants participating in the Discover, Allpoint, PULSE or STAR networks that offer cash back.

(iv) Make non-recurring ACH transfers from your Reloadable Card balance to a bank account at most U.S. depository institutions by calling Customer Service or visiting the Website and providing the requested information.

(v) Obtain cash at financial institutions participating in the Discover network.

(vi) Obtain additional Money Network Checks from Bank by calling Customer Service.

The fees for conducting all of these transactions are set forth in the Cardholder Fee Schedule.

You agree not to use the Card for illegal transactions or to fund Internet gambling transactions. At merchants where only Discover debit cards are accepted, you will be required to provide your signature prior to completing any transaction initiated with your Card. At merchants where only Pulse or STAR debit cards are accepted, you generally will be required to enter your PIN prior to completing any transaction initiated with your Card. At merchants where Discover, Pulse or STAR debit cards are accepted, you may be prompted to enter your PIN or provide your signature. At ATMs, you will be required to enter your PIN prior to completing any transaction initiated with your Card. When conducting a transaction with your Card online or on the telephone, you may be prompted by or on behalf of a merchant to provide information to confirm your identity.

You may initiate transactions at ATM's in amounts up to \$500 per calendar day and at the point of sale using your Card in amounts up to \$3,000 per calendar day. You may designate an amount up to \$9999.99 for each Money Network Check. You may designate an amount up to the remaining balance of your Card less applicable fees for each ACH transfer you initiate.

For security reasons, we may further limit the amount, number or type of transactions you can make to or from your Card or suspend the use of your Card. Retailers and third party service providers may impose additional limits on the number or amount of transactions you may make using your Card.

You should keep track of the value of your Card. We will make information about the available balance on your Card and your transaction history available as described in the section titled "**Balance and Transaction History**" below (fees may apply).

Each time you use your Card, you authorize us to deduct the amount of the transaction and any associated fees and charges from the balance of the funds associated with the Card. THE AMOUNT OF YOUR TRANSACTIONS AND ASSOCIATED FEES MAY NOT EXCEED THE BALANCE AVAILABLE ON YOUR CARD. If you attempt to use the Card when there are insufficient funds associated with it to cover the transaction amount and any associated fees, 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 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, and/or to deduct from the amount of any subsequent value loaded to your Card, any shortage together with any applicable fees. You agree to pay us promptly for the shortage and any applicable fees. We also reserve the right to cancel the Card should you create one or more shortages of any type with your Card (including by disputing or charging back a reload transaction). You agree not to attempt to use your Card if you have disputed or charged back a reload transaction, or once all funds associated with your Card have been spent or withdrawn.

If you wish to use your Card for a purchase which is greater than the balance of the funds available on your Card, you must tell the merchant to charge only the exact amount of funds available on your Card less any applicable transaction fees as set forth in the Cardholder Fee Schedule to the Card, and then you must arrange to pay the difference using another payment method. The merchant may require payment for the difference in cash rather than accepting another card, such as a credit or debit card. **Some merchants may not accept these "split tender transactions"**. If you fail to inform the merchant prior to completing the transaction, your Card is likely to

be declined. When some merchants, such as restaurants, seek to preauthorize a transaction, an additional amount for estimated tip or other expenses may be added to the amount that is used to check whether there are sufficient funds on your Card. Other merchants, such as gas stations when you pay at the pump, may seek to preauthorize an amount sufficient to satisfy most transactions and may be larger than the purchase you expect to make. If the amount of the authorization request exceeds your Card balance, the transaction may be declined.

If you commence a purchase transaction and then cancel the transaction prior to completing it, but after the merchant has already obtained an "authorization" for the transaction, the "authorization" obtained by the merchant may result in a temporary hold for that amount of funds for up to 10 days.

### **Expiration**

Unless otherwise prohibited by applicable law, your Card expires on the expiration date shown on your Card. **However, the assessment of applicable fees may deplete your Card balance prior to the expiration date, even if you never use your Card. See the Cardholder Fee Schedule, "Account Maintenance Fee", for more information.** If funds remain on your Card at expiration, you may request a replacement Card at no charge by contacting Customer Service who will direct you to your school, or you may request a balance refund check by calling the phone number on your Card. If we send you a balance refund check, it will be for the amount of funds remaining on your Card at expiration less any applicable fees. Expiration of your Card will not cancel the third party services you paid in full prior to the expiration of your Card.

### **Returns and Refunds**

You can cancel your Card and obtain a refund for the Card at no charge if the original value of the Card has not been reduced or depleted by calling Customer Service. Unless otherwise specified by a third party service provider, 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. Refund, return and cancellation policies for purchases from a third party service provider will be disclosed to you by the third party service provider. Subject to the merchant taking appropriate action in a timely manner, it may take up to 10 days for the amount of the refund to be credited to your Card.

### **Foreign Transactions**

Foreign currency transactions in the Discover network will be converted to U.S. dollars under the current applicable rules of the Discover network. The Discover network will select the conversion rate from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate the Discover network itself receives, or the government-mandated rate in effect for the applicable central processing date, in each instance. We will charge a fee that is two percent (.02) of the converted amount for foreign currency transactions in the Discover network. If a foreign currency transaction is converted to U.S. dollars before it is entered into the Discover network, the conversion rates, fees and charges of the entity that did the conversion will apply. For each cross border transaction using the same currency, you will also be charged a fee of eight tenths of one percent (.008) of the transaction amount.

### **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.

### **Balance and Transaction History**

You can call the toll free number on your Card or posted on the Website for the IVRU or access the Website to obtain current balance information and information about your recent transactions. Your last five transactions will be available through the IVRU and transactions for up to the last 12 months will be available on the Website.

You also may request to have a written transaction history (covering the 60-day period immediately preceding your request) mailed to you by (1) calling Customer Service or (2) writing Customer Service at the address set forth below. However, there is a fee, as set forth in the Cardholder Fee Schedule, for this service. In addition, if your Card has been registered as a Reloadable Card, you also may request to have a recurring written transaction history mailed to you on a monthly basis on the Website. The applicable fee for this service, as set forth in the Cardholder Fee Schedule, will be deducted from your Reloadable Card balance each month.

### **Secondary Card (for Reloadable Cards only)**

If your Card has been registered as a Reloadable Card, you may elect to provide a Secondary Card (as defined below) to a Secondary Cardholder (as defined below) which will be usable only for ATM, point of sale debit (signature- and PIN-based) and internet transactions. You, or the Secondary Cardholder, will be required to

provide Bank with certain identifying information about the Secondary Cardholder, such that Bank may validate the identity of the Secondary Cardholder, using third party databases or otherwise. Bank will issue the Secondary Cardholder a general purpose reloadable stored value card ("Secondary Card") in the Secondary Cardholder's name. By calling Customer Service or accessing the Website, you will be able to transfer funds from your Reloadable Card to the Secondary Card for the Secondary Cardholder's personal use. However, your Reloadable Card will not be able to receive a funds transfer from the Secondary Card. You may only transfer up to \$1,000 to the Secondary Card per calendar day and no more than \$2,000 per calendar month. Once you initiate a funds transfer to a Secondary Card, you may only cancel the funds transfer by calling Customer Service. You acknowledge that once funds settle to the Secondary Card, you will not own or have any interest in the Secondary Card or access to the account activity of the Secondary Card. The Secondary Cardholder will own the Secondary Card and be subject to separate terms and conditions. "Secondary Cardholder" refers to the individual to whom a Secondary Card is issued by Bank.

### **Stop Payment**

Except as provided below, you do not have the right to stop payment on any transaction made with your Card. If you have pre-authorized a third party to deduct any recurring payments from your Reloadable Card balance, you can stop any of these payments. To stop a payment you should provide sufficient advance notice to the party that you authorized to debit your Reloadable Card balance to allow that party to stop payment before the next payment is scheduled to be made. You can also authorize us to stop such payments by calling Customer Service or writing to Customer Service at the address listed below in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call.

If these regular payments may vary in amount, the person you are going to pay will tell you no later than 10 days before each payment, when it will be made and for how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.

If you order us to stop one of these payments three business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages as provided in this Agreement.

### **Your Liability for Unauthorized or Disputed Transactions; Card Replacement**

You agree to safeguard the Card and PIN and to keep any record of the PIN separate from the Card. You should not disclose the PIN or otherwise make it available to any other person. Please keep a separate record of your Card number. If you forget your PIN, you may obtain access to the PIN by calling Customer Service and speaking to a customer service agent.

Call or write Customer Service AT ONCE if you believe your Card or PIN has been lost or stolen, so that your account will be deactivated. Immediately afterwards you are to contact your school to obtain a replacement Card. If you have lost information that would enable someone to authorize a Money Network Check without your permission, or if you otherwise believe that an electronic funds transfer has been made without your permission, contact Customer Service and we will cancel your card or Money Network Check. Telephoning Customer Service is the best way of limiting your possible losses. You could lose all the money in your Account. We reserve the right to conduct an investigation into any claim that your Card or any Money Network Checks was lost or stolen or used without your authorization, or to require you to provide an affidavit in connection with your claim of a lost or stolen Card or unauthorized use of your Card or any Money Network Checks, and you agree to cooperate with any such investigation or request.

If you tell us within 2 business days after you learn of the loss or theft of your Card, PIN or information you can lose no more than \$0 if someone used your Card, PIN or authorized a Money Network Check without your permission. If you do NOT tell us within 2 business days after you learn of the loss or theft of your Card, PIN or information, and we can prove we could have stopped someone from using your Card, PIN or authorizing a Money Network Check without your permission if you had told us, you could lose as much as \$500.

If your transaction history shows transfers that you did not make, including those made by your Card or PIN or any Money Network Checks, tell us AT ONCE. If you do not tell us within 60 days after the earlier of the date you electronically accessed your Account transaction history or the date the Account transaction history was made available to you on which the unauthorized transfer appeared, you will not receive a refund for losses after the 60 days.

If a good reason (such as a long trip or hospital stay) kept you from telling us, we will extend time periods.

If our records show that there are still available funds on your Card in excess of applicable fees (including customer service, and mailing fees), and you have not completed the registration and verification process for a Reloadable Card, then you may either complete the registration process as described above under “**Conditions for Reloadable Money Network Discover® Prepaid Card**” (including by providing the required identifying information as described above under “**Important Information about Reloadable Card Verification Process**”) or request a balance refund check. If your Card has previously been registered as a Reloadable Card, then we will send you a replacement Card. The value loaded to your replacement Card will be the available balance remaining on the original Card at the time it is cancelled, plus the amount of any transactions we determine to be unauthorized, less the amount of any applicable fees. If you request expedited delivery of the Card, we will deduct our cost of shipping from the balance on your Card.

### **Our Liability**

If we (or any third party using or providing any product, service or benefit in connection with any Cards or any Money Network Checks) do not complete a transfer to or from your Card in time or in the correct amount according to this Agreement with you, we will be liable for your losses and damages caused by us, but only to the extent provided herein. However, there are some exceptions. We will not be liable, for instance:

- If, through no fault of ours, you do not have enough funds available in your Account to authorize the transaction in the amount sought by the merchant or otherwise to complete the transaction;
- If a merchant refuses to accept your Card;
- If an ATM where you are making a cash withdrawal from your Card does not have enough cash;
- If an electronic terminal where you are making a transaction does not operate properly, and you knew about the breakdown when you initiated the transaction;
- If access to your Card or your Account has been blocked after you reported your Card, PIN or other information lost or stolen;
- If there is a hold on your funds or your funds are subject to a legal process or other encumbrance restricting their use;
- If we have reason to believe the requested transaction is unauthorized;
- 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; or
- For any other exception stated in this Agreement.

### **LIMITATION OF LIABILITY**

IN NO EVENT (EXCEPT AS SPECIFICALLY REQUIRED BY LAW) SHALL BANK, FIRST DATA, RETAILERS OR ANY OF THEIR RESPECTIVE AFFILIATES, AGENTS OR SERVICE PROVIDERS, BE LIABLE FOR: (A) DAMAGES ARISING FROM OR RELATING TO THE PRODUCTS AND SERVICES PROVIDED HEREIN (INCLUDING, WITHOUT LIMITATION, YOUR CARD OR THE MONEY NETWORK CHECKS) OR THIS AGREEMENT BEYOND THE SUM OF FIVE HUNDRED DOLLARS (\$500) (IN ADDITION TO REMITTING TO YOU YOUR BALANCE, IF ANY); OR (B) ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES. YOU CAN OBTAIN A HIGHER LIABILITY LIMIT BY CONTACTING CUSTOMER SERVICE AND PAYING AN ADDITIONAL FEE. THESE CONDITIONS CANNOT BE CHANGED OR SUPPLEMENTED EXCEPT BY A WRITING SIGNED BY US.

### **No Warranty Regarding Goods and Services or Uninterrupted Use**

We, and any other third party using or providing any product, service or benefit in connection with any Cards or any Money Network Checks (including but not limited to, third parties who market or provide services), are not responsible for the quality, safety, legality, or any other aspect of any goods or services you purchase with your Card or any Money Network Checks. 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.

### **Website and Activity**

Although considerable effort is expended to make the Website and other operational and communications channels available around the clock, we do not warrant these channels to be available and error free at all times. You agree that we will not be responsible for temporary interruptions in service due to maintenance, Website changes, or failures, nor shall we be liable for extended interruptions due to failures beyond our control. You agree to act responsibly with regard to the Website and its use. You will not violate any laws, interfere or disrupt

computer networks, impersonate another person or entity, or violate the rights of any third party. We shall not bear any liability for any damage or interruptions caused by any computer viruses that may affect your computer or other equipment. We advise the regular use of a reputable and readily available virus screening and prevention software.

### **Other Terms**

You may not transfer your rights or obligations under this Agreement. We may transfer our rights under this Agreement. Use of your Card is subject to all applicable rules and customs of the Discover, Allpoint, PULSE and STAR networks and 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 and shall remain in full force and effect. The Card is issued by Bank pursuant to licenses from Discover, Allpoint, PULSE and STAR. This Agreement will be governed by the laws of the State of South Dakota except to the extent governed by federal law, irrespective of the choice-of-law provisions of any state. Nevertheless, if we are served garnishments, summons, subpoenas, orders or legal processes of any type, we are entitled to rely on the representations therein and may comply with them in our own discretion without regard to jurisdiction.

### **Amendment, Cancellation and Suspension; Survival**

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 (except as expressly provided elsewhere in this Agreement) by calling Customer Service and following all instructions provided, including providing all requested information, and returning your Card and any Money Network Checks to Customer Service at the address below. If you request a balance refund check, we will immediately cancel your Card and upon receipt of your Card, if permitted by applicable law, we will mail a balance refund check to you for the amount of the funds remaining on your Card less the amount of applicable fees. Your termination of this Agreement will not affect any of our rights or your obligations arising under this Agreement prior to termination. All provisions of this Agreement which by their nature should survive termination shall survive termination, including, without limitation, the Liability and Dispute Provisions.

### **Information about Your Right to Dispute Errors**

If you think your transaction history or receipt is wrong or if you need more information about a transfer listed on your transaction history or receipt, as soon as you can, call us or write to Customer Service at the address below. You must contact Customer Service no later than 60 days after the earlier of the date you electronically access your Card transaction history 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 calling Customer Service or writing to Customer Service at the address set forth below or request to receive a written history on a monthly basis on the Website. You will be charged the fee for receiving each written transaction history you receive as set forth above. If you tell us orally, we may require that you send us your complaint or question in writing within 10 business 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. For errors involving new Cards, point-of-sale or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. We will tell you the results within three business days after completing our investigation. If we decide there was no error, we will send you a written explanation. You may ask for copies of the documents we used in our investigation.

**PRIVACY; CONFIDENTIALITY; DATA SECURITY**

**(i) Information We Collect:** We may collect the following information ("Cardholder Information"):

**(a)** information you provide to us, or provided to us by the university, such as when you apply for a Card or seek a replacement Card or a PIN or when you contact us with customer service issues, which may include your name, address, date of birth, social security number or other information that will allow us to identify you (and we may ask to see your driver's license or other identifying documents); and

**(b)** information about transactions made with the Card, such as date and amount of transaction, Card balance and Card activity.

**(ii) Information We Disclose:**

**(a)** We may disclose Cardholder Information about current and former cardholders to nonaffiliated third parties as permitted by law, such as:

- where necessary to perform services on our behalf related to this Agreement;
- to verify the existence and condition of your Card for a third party, such as a merchant or credit bureau;
- to comply with government agency, court order or other applicable law or legal reporting requirements;
- to our employees, auditors, service providers or attorneys, as needed, including to allow us to collect funds from you; and
- to help protect against fraud.

**(b)** Except for cardholders with a mailing address in California, Vermont or other states where prohibited by applicable law, we may also disclose Cardholder Information about current and former cardholders to First Data and its affiliates, and third parties such as merchants, retailers and financial institutions for our or their own use and disclosure, which may include use or disclosure to market or provide additional products and/or services that they believe may be of interest to you.

**(iii) Your Acknowledgement:** By activating or using this Card you agree to our collection, sharing and disclosure of all Cardholder Information as set forth herein.

**(iv) Opt-Out:** NOTWITHSTANDING THE FOREGOING, YOU MAY USE THE CARD BUT OPT OUT OF HAVING YOUR CARDHOLDER INFORMATION DISCLOSED AS DESCRIBED IN (ii)(b) ABOVE AT ANY TIME BY CONTACTING CUSTOMER SERVICE, WITHOUT CHARGE.

**(v) Information Security:** Subject to the exceptions set forth above, we restrict access to Cardholder Information to persons who need Cardholder Information to perform their job responsibilities. In addition, we maintain physical, electronic and procedural security measures that comply with federal and state regulations to safeguard Cardholder Information.

**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.

**ARBITRATION PROVISION AND WAIVER OF TRIAL BY JURY**

**(a)** YOU SHOULD READ THIS ARBITRATION PROVISION AND WAIVER OF TRIAL BY JURY ("ARBITRATION PROVISION") CAREFULLY. YOU AND WE HEREBY KNOWINGLY AND VOLUNTARILY WAIVE THE RIGHT TO LITIGATE ANY CLAIM IN COURT OR HAVE A JURY TRIAL ON ANY CLAIM, OR TO ENGAGE IN DISCOVERY EXCEPT AS PROVIDED FOR IN THE PROCEDURES OF THE NATIONAL ARBITRATION FORUM ("NAF"), JUDICIAL ARBITRATION AND MEDIATION SERVICES ("JAMS") OR AMERICAN ARBITRATION ASSOCIATION ("AAA"), AS APPLICABLE (THE "PROCEDURES"), EXCEPT AS OTHERWISE EXPRESSLY SET FORTH HEREIN FOR A SMALL CLAIM.



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.

(b) Definitions: As used in this Arbitration Provision, the term "Claim" means any claim, dispute or controversy between you and us in any way arising from or relating to your Card or this Agreement, including, without limitation: (i) the validity, enforceability or scope of this Arbitration Provision or the Agreement; and (ii) the amount of available funds on the Card. The term "Claim" is to be given the broadest possible meaning that will be enforced and includes claims of every kind and nature. "Claim" does not include any challenge to the validity and effect of the Class Action Waiver; which must be decided by a court.

As used in this Arbitration Provision, the terms "we" and "us" shall mean Bank, First Data and their respective subsidiaries, affiliates, licensees, predecessors, successors, and assigns; and all of their agents, employees, directors and representatives. In addition, "we" or "us" shall include any other third party using or providing any product, service or benefit in connection with any Cards (including, but not limited to, merchants who accept or sell the Card, third parties who market or provide services and all of their agents, employees, directors and representatives) if, and only if, any 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. The meaning of other previously defined terms remains unchanged.

(c) Upon election of either party, the Claim shall be resolved by binding arbitration pursuant to this Arbitration Provision and the procedures of NAF, JAMS or AAA, as selected by the party electing to use arbitration. NAF can be contacted at: National Arbitration Forum, 1-800-474-2371, [www.adrforum.com](http://www.adrforum.com). JAMS can be contacted at: Judicial Arbitration and Mediation Services, 1-888-352-5267, [www.jamsadr.com](http://www.jamsadr.com). AAA can be contacted at: American Arbitration Association, 1-800-778-7879, [www.adr.org](http://www.adr.org). If a selection by us of one of these organizations is unacceptable to you, you shall have the right within thirty (30) days after you receive notice of our election to select either of the other organizations listed to serve as arbitrator administrator. You may contact us for instructions on how to obtain copies of any of these organizations' procedures.

(d) Notwithstanding anything to the contrary in this Arbitration Provision, either party may file and pursue a Claim in a small claims court or the equivalent court of your state or municipality ("Small Claim"), but the Claim must proceed only on an individual basis and not in a representative capacity or class action. The Claim may proceed as a Small Claim only so long as that Claim is not transferred or appealed to a different court, in which case either party may elect arbitration.

(e) Class Action Waiver: No Claim submitted to arbitration is heard by a jury or may be brought as a class action or as a private attorney general. You do not have the right to act as a class representative or participate as a member of a class of claimants with respect to any Claim submitted to arbitration ("Class Action Waiver"). The parties to this Agreement acknowledge that the Class Action Waiver is material and essential to the arbitration of any disputes between the parties and is nonseverable from this agreement to arbitrate Claims. If the Class Action Waiver is limited, voided or found unenforceable, then the parties' agreement to arbitrate (except for this sentence) shall be null and void with respect to such proceeding, subject to the right to appeal the limitation or invalidation of the Class Action Waiver. Any Claim resolved by arbitration shall be arbitrated on an individual basis by a single arbitrator.

(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 the time the claim is filed. At your written request, we will consider advancing and/or reimbursing any arbitration filing fee, or administrative and hearing fees that you are required to pay to pursue a Claim in arbitration. The arbitrator will decide who will ultimately be responsible for paying those fees. If you file a Claim against us, in no event will you be required to reimburse us for any arbitration filing, administrative, or hearing fees in an amount greater than what your court costs would have been if the Claim had been resolved in a state court with jurisdiction. Except as provided by substantive law, each party shall bear its own attorney's, expert's and witness fees, which shall not be considered costs of arbitration.

(g) 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 (the "FAA"). The arbitration shall be governed by the applicable Procedures, except that this Arbitration Provision shall control if it is inconsistent with the applicable

Procedures. 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 written request of either party, shall provide a detailed written explanation of the basis for the decision. 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 as provided by the FAA.

(h) Continuation: This Arbitration Provision shall survive termination of your Card and this Agreement. If any portion of this Arbitration Provision is deemed invalid or unenforceable it shall not invalidate the remaining portions of this Arbitration Provision or the Agreement, except as provided for in paragraph (e) above.

**Customer Service Contact Information**

**MetaBank**

**c/o Money Network Financial, LLC**

**7000 Goodlett Farms Parkway**

**Cordova, TN 38016**

**Telephone (Non-Reloadable Card): 1-866-387-5144 (Fees may apply)**

**Telephone (Reloadable Card): 1-866-387-5146 (Fees may apply)**

**[www.everywherepay.com](http://www.everywherepay.com)**

## CARDHOLDER FEE SCHEDULE<sup>1</sup>

TRANSACTION TYPE/SERVICE	PROGRAM FEES
Account Maintenance Fee <sup>2</sup>	\$3.50
ATM Withdrawals - Out-of-Network (Domestic) <sup>1</sup>	\$2.50
ATM Withdrawals - In-Network (Domestic) <sup>1</sup>	\$0.00
Purchases - PIN-debit POS - Domestic and International <sup>1,3</sup>	\$0.00
Purchases - Signature-debit POS - Domestic <sup>1</sup>	\$0.00
ATM Balance Inquiry and Decline - In-Network and Out-of-Network (Domestic) <sup>1</sup>	\$0.00
ATM Transactions - International (withdrawal, balance inquiry, decline) <sup>1,3</sup>	\$3.00
Direct Deposit	\$0.00
Transfer Funds to a Personal Bank Account (ACH Transfer)	\$4.00
Balance Inquiry – Online at <a href="http://www.moneynetworkedu.com">www.moneynetworkedu.com</a> or via Automated Phone System (IVRU)	\$0.00
Balance Updates - Text Message <sup>4</sup> or Email	\$0.00
Foreign Transactions - Conversion Fee <sup>3</sup>	2%
Money Network Checks	\$0.00
Opt-Out customer service transaction	\$2.00
Live Operator Assistance for Services NOT Available via Automated Phone System (IVRU)	\$0.00
Live Operator Assistance for Services Available via Automated Phone System (IVRU)	\$2.00 (per call)
Periodic Monthly Paper Statement <sup>5</sup>	\$2.00
Lost or Stolen Card Replacement	\$6.00
Lost or Stolen Card Replacement - Additional Charge for Expedited Delivery	\$13.00
Orlandi Valuti International Money Transfer	\$8.95

<sup>1</sup> **General.** The fees listed below do not include any fee that may be separately charged by an owner or operator of an ATM or POS terminal and/or any network used in connection with the transaction, including any surcharge imposed by an Out-of-Network ATM. The amount of the surcharge will be disclosed at the ATM, and your consent to the charge must be obtained. To locate ATM's that are surcharge free (In-Network ATMs), go to the Money Network Locator at [www.moneynetworkedu.com](http://www.moneynetworkedu.com) or call Customer Service.

<sup>2</sup> **Account Maintenance Fee.** Subject to applicable law, if your Card has had no activity for 9 consecutive months, beginning the 10<sup>th</sup> month after the date of the last activity on the Card, a monthly account maintenance fee of \$3.50 will be assessed to your Card. This fee will be assessed to your Card each month until activity resumes, provided there are funds remaining on your Card.

<sup>3</sup> **International Transactions.** For international transactions, we will charge a fee that is two percent (.02) of the converted amount for ATM and POS transactions in the card association networks. If a foreign currency ATM transaction is converted to U.S. dollars before it is entered into the card association networks, the conversion rates, fees and charges of the entity that did the conversion will apply. For each cross border transaction using the same currency, you will also be charged a fee of eight tenths of one percent (.008) of the transaction amount.

<sup>4</sup> **Text Messages.** Your cellular phone carrier's standard rates or other charges for receiving text messages may apply.

<sup>5</sup> **Optional.** Monthly statements also available at [www.moneynetworkedu.com](http://www.moneynetworkedu.com) without charge. A printed 60-day transaction history is also available without charge upon request by contacting Customer Service.

Retail Load at Participating Locations (if available) - Varies by Retailer	Varies
Secondary Card - Request Additional Card for Secondary Cardholder	\$2.00
Secondary Card - Move Funds to Secondary Card	\$1.00

***We reserve the right to revise the Fee Schedule from time to time, and will notify you accordingly. You acknowledge that by maintaining your Account and/or continuing to use the services after such notification, you are thereby agreeing to any such revisions to the fees. You agree to pay any additional reasonable charges for services which you request and which we agree to provide but are not covered by this Agreement.***

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