

E-Sign Disclosure

This E-Sign Disclosure and Consent ("Disclosure"), applies to all Communications for any Card offered through www.myprepaidcenter.com that is not otherwise governed by the terms and conditions of an electronic disclosure and consent.

The words "**we**," "**us**," and "**our**" refer to Pathward®, National Association, Member FDIC, with whom you have your Card, and the words "**you**" and "**your**" mean you, the individual(s) or entity identified on the Card(s). As used in this Disclosure, "**Card**" means the card you have with us. "**Communication**" means any customer agreements or amendments thereto, disclosures, notices, responses to claims, transaction history, privacy policies and all other information related to the product or service, including but not limited to information that we are required by law to provide to you in writing.

1. **Scope of Communications to Be Provided in Electronic Form.** When you use a product or service to which this Disclosure applies, you agree that we may provide you with any Communications in electronic format, and that we may discontinue sending paper Communications to you, unless and until you withdraw your consent as described below. If you withdraw your consent, you may request paper copies of transaction history or the cardholder agreement by calling customer service. Your consent to receive electronic communications and transactions includes, but is not limited to:
 - All legal and regulatory disclosures and communications associated with the product or service available through www.myprepaidcenter.com for your Card.
 - Notices or disclosures about a change in the terms of your Card or associated payment feature and responses to claims.
 - Privacy policies and notices.
2. **Method of Providing Communications to You in Electronic Form.** All Communications that we provide to you in electronic form will be provided either (1) by access to a web site that we will designate in an e-mail notice we send to you at the time the information is available, or (2) to the extent permissible by law, by access to a web site that we generally designate in advance for such purpose.
3. **How to Withdraw Consent.** You may withdraw your consent to receive Communications electronically by unsubscribing on www.myprepaidcenter.com or writing to us at P.O. Box 9018; Coppell, TX 75019. At our option, we may treat your provision of an invalid e-mail address, or the subsequent malfunction of a previously valid e-mail address, as a withdrawal of your consent to receive electronic Communications; however your access and use of www.myprepaidcenter.com may be terminated. Any withdrawal of your consent to receive electronic Communications will be effective only after we have a reasonable period of time to process your withdrawal. If you have withdrawn your consent and wish to receive electronic Communications again in the future, you may do so by subscribing on www.myprepaidcenter.com or writing to us at P.O. Box 9018; Coppell, TX 75019.
4. **How to Update Your Records.** It is your responsibility to provide us with true, accurate and complete e-mail address, contact, and other information related to this Disclosure and your Card(s), and to maintain and update promptly any changes in this information. You can update information (such as your e-mail address) through www.myprepaidcenter.com or by contacting us at 877-610-1075.
5. **Hardware and Software Requirements.** In order to access, view, and retain electronic Communications that we make available to you, you must have:
 - an Internet browser that supports 128 bit encryption;
 - sufficient electronic storage capacity on your computer's hard drive or other data storage unit;
 - an e-mail account with an Internet service provider and e-mail software in order to participate in our electronic Communications programs;
 - a personal computer (for PC's: Pentium 120 MHz or higher; for Macintosh, Power Mac 9500, Power PC 604 processor: 120-MHz Base or higher), operating system and telecommunications connections to the Internet capable of receiving, accessing, displaying, and either printing or storing Communications received from us in electronic form via a plain text-formatted e-mail or by access to our web site using one of the browsers specified above.
6. **Requesting Paper Copies.** We will not send you a paper copy of any communication, unless you request it or we otherwise deem it appropriate to do so. You can obtain a paper copy of an electronic Communication by printing it yourself or by requesting that we mail you a paper copy, provided that such request is made within a reasonable time after we first provided the electronic Communication to you. To request a paper copy, contact Customer Service at 877-610-1075 or write to us at P.O. Box 9018; Coppell, TX 75019. We may charge you a reasonable service charge for the delivery of paper copies of any Communication provided to you electronically pursuant to this authorization. The amount of this fee (if any) is disclosed in the Fee Schedule. We reserve the right, but assume no obligation, to provide a paper (instead of electronic) copy of any Communication that you have authorized us to provide electronically.
7. **Communications in Writing.** All Communications in either electronic or paper format from us to you will be

considered “in writing.” You should print or download for your records a copy of this Disclosure and any other Communication that is important to you.

- 8. Federal Law.** You acknowledge and agree that your consent to electronic Communications is being provided in connection with a transaction affecting interstate commerce that is subject to the federal Electronic Signatures in Global and National Commerce Act, and that you and we both intend that the Act apply to the fullest extent possible to validate our ability to conduct business with you by electronic means.
- 9. Termination/Changes.** We reserve the right, in our sole discretion, to discontinue the provision of your electronic Communications, or to terminate or change the terms and conditions on which we provide electronic Communications. We will provide you with notice of any such termination or change as required by law. You may withdraw your consent to receive electronic communications by contacting Customer Service at 877-610-1075 or write to us at P.O. Box 9018; Coppell, TX 75019. If consent is withdrawn, your account will be closed. At our option, we may mail you a paper check or a physical card. It is your responsibility to provide a true and accurate address.
- 10. Consent.** By purchasing or using a card or Account from this site, you hereby give your affirmative consent to provide electronic Communications to you as described herein. You further agree that your computer satisfies the hardware and software requirements specified above and that you have provided us with a current e-mail address at which we may send electronic Communications to you.

LOYALTY, AWARD, OR PROMOTIONAL CARD Visa Prepaid Virtual Card Cardholder Agreement

CUSTOMER SERVICE CONTACT INFORMATION:

Address: P.O. Box 9018; Coppell, TX 75019

Website: www.MyPrepaidCenter.com

Phone Number: 877-610-1075 (toll free in USA)

IMPORTANT NOTICES:

- (1) This Card has been issued for loyalty/award/promotional purposes pursuant to a conditional offer and is not a gift card.
- (2) Any funds remaining after expiration of this Card will not belong to you or be available to you for additional use. You do not have rights to the funds beyond the authorized use provided for in this Agreement.
- (3) Always know the exact dollar amount available in the Card. Merchants may not have access to determine the Card balance.
- (4) If you do not agree to these terms, do not use the Card and cancel the Card by calling Customer Service. Any refunds or exchanges are subject to the policy of the Corporate Sponsor.

Fees and Expiration
This Card will expire when the expiration date found on the Virtual Card has passed. The funds on the Card will not be available to you after expiration, so you should use the funds prior to the expiration date of the Card.
Replacement Card Fee: \$6.95
Convert to Plastic Fee: \$3
Expedited Plastic Card Fee: \$20

This Cardholder Agreement (“**Agreement**”) sets forth the terms and conditions under which a Visa Prepaid Virtual Card (“**Card**”) has been issued to you by Pathward®, National Association. By accepting and using this 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**” means the person who has received and is authorized to use the Card. “**We**,” “**us**,” and “**our**” mean collectively, Pathward, National Association, a federally-chartered bank, member FDIC, and its divisions or assignees, and also includes, unless otherwise indicated, our Program Manager. “**Program Manager**” refers to Blackhawk Network, who performs certain services related to the Card on Pathward, National Association’s behalf. “**Corporate Sponsor**” means the company who has directly or indirectly established this Card for the purpose of disbursing funds to you. 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.

1. ABOUT THE CARD

The Card is a virtual prepaid Card loaded by the Corporate Sponsor, redeemable to buy goods and services online and

at telephone or mail order merchants where the Card is honored. To find out where the Card is honored, visit the Website at www.MyPrepaidCenter.com or call the Customer Service Number. 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. You will not receive any interest on the funds in your Card account. You may register the Card by logging into www.myprepaidcenter.com (the “Website”) or calling Customer Service.

Pathward, N.A. will act as custodian of your funds upon its receipt of your funds. Once your Card is activated, you will be able to provide Pathward, as custodian, with instructions about the funds accessible through the Card. Activation of the Card authorizes us to hold your funds at Pathward or as custodian to place your funds at one or more participating banks (each a “Program Bank”). If you do not agree to your funds being held by us at Pathward or placed by Pathward as custodian at other Program Banks, please immediately spend all the funds on your Card. Card funds are not FDIC insured.

2. USING THE CARD

a. Accessing Funds and Limitations

You must activate your Card prior to use by going to www.MyPrepaidCenter.com. The Corporate Sponsor is fully responsible for ensuring funds are available to be loaded to the Card. Each time you use the Card, you authorize us to reduce the value available on the Card by the amount of the transaction. Your Card cannot be: (1) redeemed for its cash value; (2) used for illegal transactions; (3) used for purchases where recurring payments may occur, such as subscriptions, memberships, rentals, etc.; (4) used to obtain cash at an automated teller machine (“ATM”) or (5) used to make foreign transactions. For security reasons, we may limit the amount or number of transactions you can make on the 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 OF THE FUNDS AVAILABLE ON THE CARD.** If you attempt to use the Card when there 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 the 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 the Card, you may be able to instruct the merchant perform a “split transaction” to charge part of the purchase to the Card and pay the remaining amount with another form of payment.

b. Limits

Spend Limitations	Limit
Maximum amount in Point of Sale Signature or PIN Transactions	\$1,000 per day
*Third parties may impose additional limitations.	

c. Obtaining Card Balance Information

You may obtain information about the amount of money you have remaining in your Card at no charge by visiting www.myprepaidcenter.com or by contacting Customer Service. A history of Card transactions may also be available by visiting our Website or contacting Customer Service.

d. Authorization Holds

You do not have the right to stop payment on any purchase transaction originated by use of the Card. With certain types of purchases (such as those made at restaurants, hotels, or similar purchases), the 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 preauthorization amount on hold will be removed. During this time, you will 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.

e. Returns and Refunds

If you are entitled to a refund for any reason for goods or services obtained with the Card, the return and refund will be handled by the merchant. If the merchant credits the 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 transaction and the refund may not be available for a number of days after the date the refund transaction occurs.

f. 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 the Card for any reason, please visit www.myprepaidcenter.com or contact Customer Service. See the table above for applicable fees. Please note that your Card has an expiration date on the Card. You cannot use the

Card or have access to the funds after the expiration date, and whether you may obtain a replacement Card is subject to the policy of the Corporate Sponsor.

4. COMMUNICATIONS

You agree that we may monitor and record any calls or other communications between us and you. You also agree that we or our service providers may contact you by using an automated dialing or email system, by text, or artificial or recorded voice. You agree to pay any service charges assessed by your plan provider for communications we send or make to you or that you send or make to us.

5. UNAUTHORIZED TRANSACTIONS

a. Contact Customer Service Immediately If you believe the Card number has been lost or stolen or an unauthorized transaction has been made using the information from the Card without your permission, contact Customer Service IMMEDIATELY. We will ask for the Card number and other identifying details. **We may not be able to assist you if you do not have the Card number.** We may not be able to assist you if you do not contact us within 60 days of the unauthorized transaction. We will charge a fee as noted in the fee table above (subject to applicable law) for any lost/stolen Card, which will be deducted from the balance on the Card. A reissued Card may take up to 30 days to process.

b. Zero Liability

Visa Zero Liability policy covers U.S.-issued Visa-branded Cards only and does not apply to ATM transactions, PIN transactions not processed by Visa, certain commercial Card transactions, or unregistered Cards. You must notify us promptly of any unauthorized use. For additional details visit www.visa.com/security.

6. NO WARRANTIES AND LIMITATION OF LIABILITY

We are not responsible for the quality, safety, legality, or any other aspect of any goods or services purchased with a Card. Further, we will not be liable: (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 the Card; (3) If an electronic terminal where you are making a transaction does not operate properly; (4) If access to the Card has been blocked after you reported the Card lost or stolen; (5) If circumstances beyond our control (such as fire, flood or computer or communication failure) prevent the completion of the transaction; or (6) For any other exception stated in our Agreement with you.

7. LEGAL NOTICES

a. English Language Controls

Translations of this Agreement that may have been provided are for your convenience only and may not accurately reflect the original English meaning. The meanings of terms, conditions, and representations herein are subject to definitions and interpretations in the English language.

b. Other Terms

If you allow another person to use the Card, you will be responsible under this Agreement for all transactions made by that person. You may not assign or transfer the Card or your obligations under this Agreement. We may, however, transfer or assign our rights under this Agreement, including any balances in the Card. We do not waive our rights by delaying or failing to exercise them at any time (for example, assessing a fee less than described, or not all, for any reason does not waive our right to begin charging the fee as set forth in this Agreement without notice). If any provision of this Agreement is 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 will not be affected. This Agreement will be governed by the law of the state of South Dakota (without regard to the laws regarding conflicts of laws) except to the extent governed by federal law. With the exception of disputes subject to the Arbitration Clause below, any disputes relating to this Agreement shall be subject to the exclusive jurisdiction and venue of the federal and state courts located in the state of South Dakota. You acknowledge and agree that we shall have a right of setoff to apply the funds in your Card Account to any debt that you owe to us. You further grant us a security interest in all of your funds in our possession as collateral for any sums that you owe us under this Agreement.

8. PRIVACY

We may provide information to our employees, auditors, affiliates, service providers, or attorneys as needed, or to any third party if you give us your written permission. We may also collect: (1) Information about purchases made with the Card, such as date of purchase, amount and place of purchase; (2) Information you provide to us when you register a Card, or for replacement Cards, or when you contact us with customer service issues, such as name, address, phone number.

We may also disclose information about the Card or the transactions you make to third parties in order to: (1) complete transactions; (2) verify the existence and condition of the Card for a third party, such as merchant; (3) provide customer services; (4) process claims for lost or stolen Cards; (5) help protect against fraud and to conduct research and analysis; or (6) comply with government agency or court orders, or other legal reporting requirements.

9. JURY TRIAL WAIVER AND ARBITRATION

Because you have a limited right to use of these funds, any dispute regarding loss of funds should be handled

with the Corporate Sponsor. However, to the extent you pursue action or claim against us, you agree to the following clauses.

- a. **Jury Trial Waiver:** 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 does not modify in any fashion the Arbitration Clause set forth in the following section, which contains its own jury trial waiver.
- b. **Arbitration Clause:** You can opt out of this Arbitration Clause within 60 calendar days from the earlier of purchasing, activating, or using the Card. You must send the opt out notice in writing to Pathward, N.A., Attn: Customer Service, 5501 S Broadband Ln, Sioux Falls, SD 57108 ("Notice Address"). This Arbitration Clause governs any dispute arising under this Agreement, aside from the validity and coverage of this Arbitration Clause. Arbitrations will be conducted under the rules of the arbitration administrator, as chosen by us. Arbitration may be brought by you or us, and we will not demand arbitration if you bring an individual action in small claims court. In addition to the Jury Trial Waiver above, you also waive your rights to be a class member or bring suit in a class action or class arbitration. In order to commence an arbitration, the party bringing the dispute must send the notice and complaint in writing. You must send your notice to the Notice Address. After receiving notice, the other party has 30 days to attempt to resolve the issue before a suit or arbitration commences. We will pay all costs associated with administering an arbitration brought by you in good faith, if you cannot get a waiver and ask us to pay. Further, we will pay legal fees and costs if you win or as required by law or the arbitrator. This Arbitration Clause will stay in force if your Card is closed or we assign our rights under this Agreement. This Arbitration Clause and any rights to appeal or requests for information will be governed by the Federal Arbitration Act and the rules of the arbitrator.

Prepaid card is issued by Pathward, National Association, Member FDIC, pursuant to a license from Visa U.S.A. Inc.
© 2024 Pathward, National Association