

IMPORTANT – PLEASE READ CAREFULLY. THIS AGREEMENT CONTAINS AN ARBITRATION PROVISION REQUIRING ALL CLAIMS TO BE RESOLVED BY WAY OF BINDING ARBITRATION.**Fees and Expiration Dates Associated with your Prepaid Card**

Your Card will expire after the “Valid Thru” date identified on the front of your Card. The Points associated with your Card (each of which equals \$1 in purchasing power) will not be available after expiration, so you should use the Points prior to the “Valid Thru” date on the front of your Card.

Replacement Card Fee (applies when Card is replaced for any reason): No charge for first replacement Card. 15 Points for each additional replacement card.

Expedited Delivery Fee (US only): 20 Points.

Foreign Transaction Fee: 2% of the transaction amount (see Section 7, “Foreign Transactions,” for additional information).

1. Terms and Conditions for the Card

This document constitutes the agreement (“Agreement”) outlining the terms and conditions under which your Discover Card has been issued to you. The Discover Card is a prepaid Card issued by MetaBank (“Bank”). By accepting and using this Card, signing the back of the Card, activating the Card, or authorizing any person to use the Card, you agree to be bound by the terms and conditions contained in this Agreement.

The Card will remain the property of the Bank and must be surrendered upon demand. The Card is nontransferable after it has been signed, 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.

Your Card is a prepaid card that has been provided pursuant to a conditional offer. The Card allows you to access the Points associated with the Card provided all conditions of the offer have been met. You have received this Card as a gratuity without the payment of any monetary value or consideration. Your failure to activate and use the Card results in the loss of all right, title and interest in the Card and the underlying Points. The Sponsor may be able to add Points to the Card. To find out if the Sponsor is able to add Points to the Card, you may ask the Sponsor or contact Customer Service at 888-842-0336 (toll free in the US) or 801-744-9918 (outside the US; international calling rates apply). You do not have the ability to add Points to the Card. The Card is issued for loyalty, award, or promotional purposes and is not a gift card; nor is it intended for gifting purposes. You should treat your Card with the same care as you would treat cash. Your Card does not constitute a checking or savings 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 the Points associated with your Card, nor will you be the beneficiary of any Federal Deposit Insurance Corporation (“FDIC”) insurance applicable to any funds held by Bank. You may register your Card by visiting www.MyPrepaidCenter.com or calling 888-842-0336 (toll free in the US) or 801-744-9918 (outside the US; international calling rates apply). If you register the Card, you should notify us promptly of any change to your name or address so that we do not send information about the Card to the wrong person or location. If you do not notify us, we will not be responsible for any resulting misuse of the Card, customer information, or Points available on the Card. Our business days are Monday through Friday, excluding holidays.

2. Definitions

In this Agreement, “Card” means the prepaid Discover Card issued to you by MetaBank, Member FDIC. “You” and “your” mean the person or persons who have received the Card and are authorized to use the Card as provided for in this Agreement. “We”, “us”, “our”, and “Bank” mean MetaBank and its successors, affiliates or assignees. “Sponsor” means the company or companies that requested the Card be issued to you in connection with a loyalty, reward, or promotion program and that provided the funding to the Bank.

3. Using Your Card

Activation. You must activate your Card before using it. To activate your Card, visit www.MyPrepaidCenter.com or call 888-842-0336 (toll free in the US) or 801-744-9918 (outside the US; international calling rates apply). The Points accessible to you after activation are provided by the Sponsor and not by the Bank. The Sponsor is fully responsible for ensuring that sufficient funds are deposited with Bank in order for you to redeem the Points on your Card.

Obtaining Card Balance Information. You should keep track of the number of Points loaded on Cards issued to you. You may obtain information about the amount of Points you have remaining by visiting www.MyPrepaidCenter.com or calling 888-842-0336 (toll free in the US) or 801-744-9918 (outside the US; international calling rates apply). You may also view a history of your Card transactions at www.MyPrepaidCenter.com.

Making Purchases. You may use your Card to obtain goods or services at participating merchants that honor Discover debit cards. For a list of participating merchants, visit www.MyPrepaidCenter.com and log in using your Card number or account information. Participating merchants are subject to change without notification. Reasonable efforts have been made to ensure that information regarding participating merchants is accurate; however, the Bank is not responsible for errors or omissions or any decision made by any merchant to refuse to honor the Card. The Card may not be used to make recurring payments. The Card cannot be used to obtain cash, at a gas pump or for any illegal transactions. We may refuse to process any transaction that we believe may violate the terms of this Agreement.

Each time you use your Card, you authorize us to deduct the amount of the transaction from the balance of the Points associated with the Card. 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. Payment for pay-at-the-pump stations should be made inside; the Card may not work at a gas pump. For security reasons, we may limit the amount or number of transactions you can make with your Card. You do not have the right to stop payment on any transaction made with your Card.

Negative Balances. YOU ARE NOT ALLOWED TO EXCEED THE BALANCE OF THE POINTS AVAILABLE ON YOUR CARD. If you attempt to use the Card when there are insufficient Points associated with it, the transaction will generally be declined. Nevertheless, if a transaction that exceeds the balance of the available Points associated with your Card occurs due to a systems malfunction or otherwise, you shall remain fully liable to us for the amount of the transaction. We may apply a debit to any subsequent credits of Points to the Card. We also reserve the right to cancel this Card should you create one or more negative balances.

Split Transactions. If the merchant permits multiple payment methods and you wish to use your Card for a purchase that is greater than the Point balance associated with your Card, you must tell the merchant to charge only the exact amount available. 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 transactions.” If you fail to inform the merchant prior to completing the transaction,

your Card is likely to be declined. You may check your Point balance by visiting www.MyPrepaidCenter.com or calling 888-842-0336.

Authorization Holds. Certain merchants (such as restaurants, hotels, car rental companies, and other service oriented businesses), may “preauthorize” an amount greater than the transaction amount to cover gratuity or incidental expenses. Any preauthorization amount will place a “hold” on your available Points 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. Until then, you will not have access to preauthorized amounts. Similarly, gas stations generally factor in additional amounts to cover potential filling of the tank; to avoid such a hold, we urge you to pay inside the gas station instead of at the pump. If you authorize a transaction and then fail to make a purchase of that item as planned, the approval may also result in a hold for the amount of that transaction.

4. Personal Identification Number (“PIN”):

You may visit www.MyPrepaidCenter.com to customize your Personalized Identification Number (“PIN”). For security, we suggest you select a PIN that only you will know. To change your PIN, visit www.MyPrepaidCenter.com. You may use your PIN only to make debit purchases at participating merchants. **Cards may not be used to obtain cash at an ATM or get cash back in a purchase transaction.** You should not write or keep your PIN where others might find it. Never share your PIN with anyone and do not enter your PIN into any terminal that appears to be modified or suspicious. If you believe that anyone has gained unauthorized access to your PIN, you should change your PIN and advise us immediately, following the procedures in Section 13 (“Information about Your Right to Dispute Errors”) of this Agreement.

5. Authorized Users

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 by that person, even if they exceed the scope of your authorization. You are responsible for all transactions and fees incurred by you or any other person you have authorized. You are wholly responsible for the use of each Card according to the terms of this Agreement subject to the provisions in Section 12 labeled “Your Liability for Unauthorized Transactions” and other applicable law.

6. Returns and Refunds

If you are entitled to a refund for any reason for goods or services obtained with your Card, the return and refund will be handled by the merchant. If the merchant credits your Card, the credit may not be immediately available. Although 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.

7. Foreign Transactions

Foreign Transaction Fee. If you make a transaction in a currency other than dollars or in a location outside the United States (a “Foreign Transaction”), a foreign transaction fee equal to 2% of your transaction amount will be deducted from the Point balance associated with your Card. This fee is independent of any currency conversion rate established by the network or association that processes the transaction. If you return an item for credit in a Foreign Transaction, we will not refund any foreign transaction fee that may have been charged on your original purchase.

Currency Conversion. If you make a Foreign Transaction, the amount of your transaction will be converted by the network or card association that processes the transaction into US dollars. The conversion rate used by the network is independent of the Foreign Transaction Fee described above.

8. 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.

9. Replacement Card

If your Card is lost or stolen and Points are still associated with the Card, you may obtain a replacement Card by calling 888-842-0336 (toll free in the US) or 801-744-9918 (outside the US; international calling rates apply). There is no charge for the first replacement Card, but we will deduct 15 Points for each subsequent replacement Card you request.

10. Our Liability for Failure to Complete Transactions

We will not be liable:

- If, through no fault of ours, you do not have enough available Points associated with your Card to complete the transaction;
- If a merchant refuses to accept your Card;
- 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;
- If access to your Card has been blocked after you reported your Card lost or stolen;
- If we have reason to believe that 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;
- Any other exception stated in our Agreement with you.

11. No Warranty Regarding Goods and Services or Uninterrupted Use

We are not responsible for the quality, safety, legality, or any other aspect of any goods or services you purchase with your Card. 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. In the event a Card is non-functional, your sole remedy may be replacement of a Card.

12. Your Liability for Unauthorized Transactions

You agree to safeguard the Card and treat it like cash. The Card can be replaced if it is lost or stolen or if you believe that an unauthorized transaction has been made, with certain restrictions.

Tell us, AT ONCE, if you believe your Card has been lost or stolen or of any unauthorized transactions. You should call **888-842-0336 (toll free in the US) or 801-744-9918 (outside the US; international calling rates apply)** immediately to report a lost or stolen Card. Telephoning Customer Service is the best way of keeping your possible losses down.

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. We will charge a 15 Point Replacement Card Fee for any replacement Card issued beyond the first one (which we supply at no charge). A reissued Card may take up to 30 days to process. You acknowledge that purchases made with prepaid cards, such as your Card, are similar to those made with cash. You cannot "stop payment" or lodge a "billing dispute" on such transactions. Any problems or disputes you may have regarding a purchase should be addressed directly with the merchant.

Under Discover rules, your liability for unauthorized transactions that take place on the Discover system is Zero dollars (\$0) if you notify us within two (2) business days and you are not grossly negligent or fraudulent in the handling of your Card. This reduced liability does not apply if you have reported more than two unauthorized events in the last 12 months or if you derived benefit from the unauthorized use of the card. In addition, if you directly gave permission or implied that a person had the right to use your Card, that use is not unauthorized, even if the person exceeded the scope of your permission.

13. Information About Your Right to Dispute Errors

In case of errors or questions about your Card transactions, call 888-842-0336 or write to Cardholder Dispute Services, Dept. BES, 1400 South Highway Drive, Fenton, MO 63099, as soon as you can, if you think your transaction history or receipt is wrong or if you need more information about a transaction listed in your transaction history. You must contact us within sixty (60) days after the transfer allegedly in error was credited or debited to your Card.

- (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.

14. 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 any time. If any provision of this Agreement shall be determined to be invalid or unenforceable under any rule, law, or regulation of any governmental agency, local, state, or federal, the validity or enforceability of any other provision of this Agreement shall not be affected. This Card is issued by Bank pursuant to license from Discover. This Agreement will be governed by the law of the State of South Dakota except to the extent governed by federal law.

15. Amendment and Cancellation

We may amend or change the terms of this Agreement at any time, subject to applicable law. 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 (for example, if we suspect fraud or unauthorized activity involving your Card). You may cancel this Card and Agreement by calling **888-842-0336 (toll free in the US) or 801-744-9918 (outside the US; international calling rates apply)**. Termination of this Card and Agreement will not affect any of our rights or your obligations arising under this Agreement prior to termination. You agree that we will not be liable to you or to any third party for any modification or discontinuance of your Card or of this Agreement.

16. Privacy and Data Protection

Information We Collect ("Cardholder Information")

- Information about purchases made with the Card, such as date of purchase, amount and place of purchase;
- Information provided to us when the Card is requested; and
- Information you provide when you call about the Card.

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

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 on our behalf. We may also provide certain Cardholder Information to others as permitted by law, such as to government entities or other third parties in response to subpoenas. Without limiting the foregoing, we may disclose information to third parties about you, 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) With your permission; or (5) To our employees, auditors, affiliates, service providers, or attorneys as needed.

17. Telephone Communications

You agree that from time to time, in accordance with applicable law, we may monitor and/or record telephone calls between you and us for training, to assure the quality of our customer service, for security purposes; in connection with our efforts at claim or dispute resolution; to detect fraud, unauthorized activity, or suspected wrongdoing, or as required by applicable law.

From time to time, we may need to contact you about your Card. You authorize us to call you at any number you provide or at any number at which we reasonably believe we can contact you, including calls or text messages to mobile, cellular, or similar devices, for any lawful purpose, including but not limited to: (1) suspected fraud or identity theft; (2) servicing your Card Account and (3) obtaining necessary information. You authorize us to use automated dialers and/or recorded messages when making such calls. Standard message and data rates may apply, and you agree to pay (without reimbursement from us) any fees or charges you may incur from your telecommunications provider for any such calls we make to you.

18. Arbitration

Purpose: This Arbitration Provision sets forth the circumstances and procedures under which claims (as defined below) may be arbitrated instead of litigated in court.

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 including the validity, enforceability or scope of this Arbitration Provision or the Agreement. "Claim" includes claims of every kind and nature, including but not limited to initial claims, counterclaims, cross-claims and third-party claims. The term "Claim" is to be given the broadest possible meaning that will be enforced and includes, without limitation, any claim, dispute or controversy that arises from or relates to (i) your Card; (ii) the amount of available funds (including Points) on the Cards; (iii) advertisements, or oral or written statements related to the Card, goods or services purchased with the Cards; (iv) the services related to the Cards; and (v) your purchase, activation, use or upgrade 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 that court.

As used in the Arbitration Provision, the terms "we" and "us" shall mean the Bank, 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 market or provide services), 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.

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 procedures of the national arbitration organization to which the Claim is referred. Claims shall be referred to either the 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. You may contact us for instructions on how to obtain copies of any of these organizations' procedures.

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 PROCEDURES OF THE JAMS, OR AAA, AS APPLICABLE (THE "PROCEDURES"). 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.

Restrictions on Arbitration: If either party elects to resolve a Claim by arbitration, that Claim shall be arbitrated on an individual basis. 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.

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 ("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 fees in connection with the arbitration (or appeal).

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 Procedure, except that (to the extent enforceable under the FAA) this arbitration Provision shall control if it is inconsistent with the applicable Procedure. 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. 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 Procedure 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.

Continuation: This Arbitration Provision shall survive termination of your Card. 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, both of which shall be enforceable regardless of such invalidity.

This Card is issued by MetaBank, Member FDIC
5501 S. Broadband Lane
Sioux Falls, SD 57108

For customer service inquiries:
888-842-0336 (toll free in the US) or 801-744-9918 (outside the US; international calling rates apply)
www.MyPrepaidCenter.com

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