

READYCorporate™ Visa® Prepaid Card Cardholder Agreement

CUSTOMER SERVICE CONTACT INFORMATION:

P.O. Box 1966,
San Ramon, CA 94583
readycorporate.com
(877) 878-0455

IMPORTANT NOTICES:

- (1) THIS CARD IS ESTABLISHED FOR BUSINESS OR COMMERCIAL PURPOSES, AND NOT INTENDED FOR ANY PERSONAL, FAMILY, OR HOUSEHOLD USE.
- (2) AUTHORIZED USERS DO NOT HAVE ANY RIGHTS OR OWNERSHIP OF THE FUNDS BEYOND THE AUTHORIZED USE OF THE CARD PROVIDED FOR IN THIS AGREEMENT.
- (3) PLEASE READ CAREFULLY. THIS AGREEMENT CONTAINS AN ARBITRATION PROVISION REQUIRING ALL CLAIMS TO BE RESOLVED BY WAY OF BINDING ARBITRATION.
- (4) ALWAYS KNOW THE EXACT DOLLAR AMOUNT AVAILABLE ON THE CARD. MERCHANTS MAY NOT HAVE ACCESS TO DETERMINE THE CARD BALANCE.
- (5) BY ACCEPTING, SIGNING, OR USING THIS CARD, YOU AGREE TO THESE TERMS.

This Cardholder Agreement (“**Agreement**”) sets forth the terms and conditions under which the READYCorporate Visa Prepaid Card has been issued. In this Agreement, “**Card**” means the READYCorporate Visa Prepaid Card issued to you by MetaBank®. “**We,**” “**us,**” and “**our**” mean collectively, MetaBank, a federally chartered savings bank, Member FDIC, and its divisions, successors, affiliates or assignees, and also includes, unless otherwise indicated, our Program Manager. “**Program Manager**” refers to Green Dot Corporation, who performs certain services related to your Card on our behalf. “**Corporate Sponsor**” means the business entity funding the Card account who requested that the Card be issued to you and who has the authority to place funds in the Card account. The Card is nontransferable, and it may be canceled, repossessed, or revoked at any time without prior notice subject to applicable law. Please read this Agreement carefully and keep it for future reference.

FEES ASSOCIATED WITH THE CARD		
Fee Category	Fee Type	Amount
Service	Replacement of lost/stolen Card	\$10.00

1. ABOUT THE CARD

The Card is a prepaid card, which allows you to access funds loaded to the Card account by the Corporate Sponsor. There is no separate deposit account established on your behalf in connection with the Card. This Card has been issued for business-related purposes such as making purchases for business-related travel or other expenses. You have no rights in the funds on the Card, except authorized use of the funds in accordance with this Agreement and approval by the Corporate Sponsor. The funds belong to the Corporate Sponsor, and the underlying funds on deposit with us are not FDIC insured for your benefit. You should treat the Card with the same care as you would treat cash. The Card account 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 gift card, nor is it intended to be used for gifting purposes. The Card is not a credit card. In the event we believe a Card or Card account is used for consumer purposes, we may close the Card account and cancel all Cards. All use of the Card account or any Card may be subject to audit.

2. USING THE CARD

a. Accessing Funds and Limitations

You may only access the funds with the Card in accordance with this Agreement and as approved by the Corporate Sponsor. The Card may be used to purchase goods and services at any merchant that accepts Visa. You are the only authorized user of the Card. If you permit someone else to use the Card, we will treat this as if you have authorized such use and you will be responsible for any transactions made subject to such use. The amount available by use of the Card will be determined by the Corporate Sponsor in accordance with our limitations. The Corporate Sponsor has the right to limit where and how you use the Card and retains the right to deduct funds from your Card. You are not permitted to conduct any transaction that exceeds the balance available on the Card. In the event that we settle or pay a transaction that exceeds

the funds available, the Corporate Sponsor must pay us the amount of the negative balance. The Corporate Sponsor may hold you responsible for the amount of any negative balance created by your use of the Card. We reserve the right to cancel this Card and close the Card account should one or more negative balances occur.

In no event may the Card be used to redeem cash or conduct illegal 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. If there are not enough funds available in the Card account, you may be able to instruct the merchant to charge a part of the purchase to the Account and pay the remaining amount with another form of payment. These are called “split transactions. You may not use the Card at merchants outside the United States (including internet, mail or telephone order merchants based outside the United States.

b. Limits

SPEND LIMITS*	
Spend Limitations	Limit
Maximum amount in Point of Sale Signature or Point of Sale PIN Transactions	\$2,500 Signature purchase per day; \$2,500 PIN purchase per day.

c. Personal Identification Number (“PIN”)

You will not receive a Personal Identification Number (“PIN”) with your card, but you may obtain a PIN at any time after your Card account is registered by visiting www.readycorporate.com and logging into your Account using your Card account number and security code, and following the instructions for setting or changing a PIN. CARDS ARE NOT ACCEPTED AT AUTOMATED TELLER MACHINES (“ATM”) AND CANNOT BE USED TO OBTAIN CASH IN ANY PURCHASE TRANSACTION. You should not write or keep the PIN with the Card. Never share the PIN with anyone and do not enter the PIN into any terminal that appears to be modified or suspicious. If you believe that there has been unauthorized access to the PIN, you should advise us immediately, following the procedures in the section labeled “Unauthorized Transactions.”

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 the 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. We have no liability for the goods or services you obtain with your Card. You should retain receipts as a record of transactions. Receipts may be required if you need to verify a transaction in the case of a dispute or to verify business expenses with your Corporate Sponsor.

3. CARD REPLACEMENT AND EXPIRATION

Please note that the Card has a “Valid Thru” date on the front of the Card. You may not use the Card after the “Valid Thru” date. Only the Corporate Sponsor may request a replacement Card.

4. UNAUTHORIZED TRANSACTIONS

If you believe the Card has been lost or stolen or an unauthorized transaction has been made using the information from the Card without your permission, contact Customer Service and/or your Corporate Sponsor IMMEDIATELY. We may ask for the Card number and other identifying details. We reserve the right to investigate any claim you may make with respect to a lost or stolen Card or unauthorized transaction, and you agree to cooperate with such investigation. 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.

5. LIMITATION OF LIABILITY

The Corporate Sponsor is responsible for making funds available for your use with the Card. We have no obligation to you in the event the Corporate Sponsor delays in providing or fails to provide funds to fund your Card. If you have a dispute with the Corporate Sponsor about the amount of any loads or deductions from the Card balance, you agree to resolve that dispute solely with the Corporate Sponsor. Further, we are not responsible for the quality, safety, legality, or any other aspect of any goods or services you purchase with the Card. Further, we will not be liable to you, the Corporate Sponsor, or any other person:

- (1) If, through no fault of ours, you do not have enough funds available in the Card account 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, and you knew about the problem when you initiated the transaction;
- (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, despite reasonable precautions that we have taken; or
- (6) For any other exception stated in our Agreement with you.

6. OTHER TERMS

The Card and your obligations under this Agreement may not be assigned. We may transfer our rights under this Agreement. 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 shall be determined to be invalid or unenforceable under any rule, law, or regulation of any governmental agency, local, state, or federal, the validity or enforceability of any other provision of this Agreement shall not be affected. This Agreement will be governed by the laws of the State of South Dakota except to the extent governed by federal law. Your termination of this Agreement will not affect any of our rights or your obligations arising under this Agreement prior to termination. Closing the Card will not entitle you to any of the remaining funds.

7. TELEPHONE MONITORING/RECORDING

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.

8. 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.

9. PRIVACY POLICY

Information We 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 apply for a Card, or for replacement Cards or when you contact us with customer service issues, such as name, address, phone number

Disclosures:

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 account 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.

We may also 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.

Full Privacy Policy:

If you have questions about your privacy, or desire to see our full Privacy Policy, please visit metabank.com or call or write Customer Service at the contact information located at the beginning of your Agreement.

10. ARBITRATION

YOU AND WE ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL RIGHT BUT MAY BE WAIVED IN CERTAIN CIRCUMSTANCES. TO THE EXTENT PERMITTED BY LAW, YOU AND WE KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION ARISING OUT OF OR RELATED TO THIS AGREEMENT.

IN THE EVENT OF ANY DISPUTE OR CLAIM RELATING IN ANY WAY TO THIS AGREEMENT, YOU AGREE THAT SUCH DISPUTE WILL BE RESOLVED BY BINDING ARBITRATION WITH THE AMERICAN ARBITRATION ASSOCIATION, UTILIZING THEIR RULES OF PROCEDURE, UNLESS WE AGREE TO AN ALTERNATIVE RESOLUTION. FURTHER, ANY SUCH ARBITRATION WILL TAKE PLACE IN SIOUX FALLS, SOUTH DAKOTA, AND THE LAWS OF THE STATE OF SOUTH DAKOTA WILL APPLY. THE DECISION OF AN ARBITRATOR WILL BE FINAL AND Subject TO ENFORCEMENT IN A COURT OF COMPETENT JURISDICTION.

Prepaid Card is issued by MetaBank, Member FDIC, pursuant to a license from Visa U.S.A. Inc.
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Sioux Falls, SD 57108
(877) 878-0455
readycorporate.com
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