**Mastercard® Gift Card Cardholder Agreement**

**CUSTOMER SERVICE CONTACT INFORMATION:**
10615 Professional Circle, Suite 102; Reno NV 89521 ("Address")
www.mcgift.giftcardmall.com ("Website")
877-322-4710 ("Customer Service Number") (toll-free)

**IMPORTANT NOTICES:**
(1) GIVE THIS DOCUMENT TO THE RECIPIENT OF THE GIFT CARD FOR ANY FUTURE QUESTIONS OR ISSUES.
(2) PLEASE READ CAREFULLY. THIS AGREEMENT CONTAINS AN ARBITRATION CLAUSE REQUIRING ALL CLAIMS TO BE RESOLVED BY WAY OF BINDING ARBITRATION.
(3) ALWAYS KNOW THE EXACT DOLLAR AMOUNT AVAILABLE ON YOUR CARD. MERCHANTS MAY NOT HAVE ACCESS TO DETERMINE YOUR CARD BALANCE.
(4) IF YOU DO NOT AGREE TO THESE TERMS, DO NOT USE THE CARD, SAVE YOUR RECEIPT, AND CANCEL THE CARD BY CALLING CUSTOMER SERVICE AND REQUESTING A REFUND.

**Fees associated with your Gift Card**

**Replacement Card at Expiration:**
There is no additional cost to obtain a replacement Card due to expiration.

This Cardholder Agreement ("Agreement") sets forth the terms and conditions under which a Mastercard Gift Card ("Card") has been issued to you by Pathward®, National Association. 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. In this Agreement "**You**" and "**your**" mean the person or persons who have received the Card and are authorized to use the Card. "**We**", "**us**", "**our**", and "**Bank**" mean collectively, Pathward, National Association, a federally charted bank, member FDIC, and its divisions or assignees. You should sign the back of the Card immediately upon receipt. 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. This Agreement applies to both the purchaser and any other user of the Card. It is the purchaser's obligation to provide these terms and conditions to any user; however, new terms and conditions may be provided, or any other questions or concerns answered by contacting Customer Service.

## 1. ABOUT YOUR CARD

The Card is a prepaid Card loaded with a specific amount of funds, redeemable to buy goods and services anywhere Mastercard debit cards are accepted in the US. No additional funds may be added to this Card. 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 may register your Card by visiting the Website at www.mcgift.giftcardmall.com or calling the Customer Service Number.

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 YOUR CARD

### a. Accessing Funds and Limitations

You may use your Card to obtain goods or services wherever the Card is honored in the United States, as described in Section 1 above. Each time you use your Card, you authorize us to reduce the value available on your Card by the amount of the transaction. Your Card cannot be:

(1) redeemed for cash or quasi-cash (for example, gaming chips, money orders, deposits, wire transfers, traveler's checks, foreign currency and similar items);
(2) used to obtain cash in any transaction;
(3) used for illegal transactions;
(4) used to make foreign transactions; or
(5) used for purchases where recurring payments may occur, such as subscriptions, memberships, rentals, etc.

For security reasons, we may limit the amount or number of transactions you can make on your 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 FUNDS AVAILABLE ON YOUR 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 your 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 your Card, you may be able to instruct the merchant to perform a 'split transaction' to charge part of the purchase to the Card and pay the remaining amount with another form of payment. Some merchants do not allow cardholders to conduct split transactions. Some merchants will only allow you to do a split transaction if you pay the remaining amount in cash.

If you use your Card number without presenting your Card (such as for an internet transaction, a mail order or a 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.

Your card is valid in the U.S. only. It cannot be used at merchants outside of the United States, including internet and mail/telephone order merchants outside of the United States.

**b. Personal Identification Number (PIN)**

If you wish to make PIN debit purchases, you may obtain a PIN by visiting the Website at www.mcgift.giftcardmall.com or calling the Customer Service Number. **Cards are not accepted at ATMs and cannot be used to obtain cash in any purchase transaction**. You should not write or keep your PIN with your Card. 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 there has been unauthorized access to your PIN, you should advise us immediately, following the procedures in the section labeled "Unauthorized Transactions".

**c. Obtaining Card Balance Information**

You may obtain information about the amount of money you have remaining in your Card account at no charge by contacting Customer Service. This information, along with a 60-day history of account transactions, is also available online by visiting our Website. You also have the right to obtain a sixty (60) day written history of account transactions by contacting Customer Service.

**d. Authorization Holds**

You do not have the right to stop payment on any purchase transaction originated by use of your Card. With certain types of purchases (such as those made at restaurants, hotels, or similar purchases), your 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 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. 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 your Card for any reason, please contact Customer Service. Please note that your Card has a "Valid Thru" date on the front of the Card. You may not use your Card after the "Valid Thru" date. However, even if the "Valid Thru" date has passed, the available funds on your Card do not expire. You will not be charged a fee for replacement cards that we send due to expiration of the Card.

**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 your Card has been lost or stolen or an unauthorized transaction has been made using the information from your Card without your permission, contact Customer Service IMMEDIATELY. We will ask for the Card number and other identifying details. **We cannot assist you if you do not have the Card number**. 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. A reissued Card may take up to 30 days to process.

**b. Your Liability for Unauthorized Mastercard Prepaid Card Transactions**

Under Mastercard's Zero Liability Policy, your liability for unauthorized transactions on your Mastercard-branded Card is $0.00 if you notify us promptly upon becoming aware of the loss or theft, and you exercised reasonable care in safeguarding your Card from loss, theft, or unauthorized use. This policy limiting your liability does not apply to debit transactions not processed by Mastercard, certain commercial transactions, or unregistered cards.

**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 in your Card account to complete the transaction;
(2) If a merchant refuses to accept your Card;
(3) If an electronic terminal where you are making a transaction does not operate properly;
(4) If access to your Card has been blocked after you reported your 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;
(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. Assignability**

You may not assign or transfer your Card or your obligations under this Agreement. We may, however, transfer or assign our rights under this Agreement, including any balances in your Card.

**c. Other Terms**

Use of your Card is subject to all applicable rules and customs of any clearinghouse or other association involved in transactions. You will be notified of any change to this Agreement in the manner required 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 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 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. Should your Card have a remaining balance after a certain period of inactivity, we may be required to remit the remaining funds to the appropriate state agency.

**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 your Card or the transactions you make to third parties in order to: (1) complete transactions; (2) verify the existence and condition of your 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**

**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.**

This Card is issued by Pathward, National Association, Member FDIC, pursuant to license by Mastercard International Incorporated.

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