

limited to, by (a) never allowing anyone else to use your Card; (b) not interfering with any magnetic stripe or integrated circuit on a Card; (c) not giving the Card number to any unauthorized person; (d) not writing the PIN on the Card; (e) not carrying the PIN with the Card; (f) not recording any PIN where it may be accessed by other people and where it is recorded, making reasonable attempts to disguise the PIN; (g) not giving any PIN to anyone else; (h) not giving any other security details to any unauthorized person; (i), not disclosing the Card number other than for the purposes of transactions, reporting errors or the loss or theft of the Card or if we expressly permit you to do so and (j) complying with any reasonable instructions we give about keeping each Card, the PIN and any other security details safe and secure. If you believe that anyone has gained unauthorized access to your PIN or a Card, you should advise us immediately, following the procedures in the paragraph labeled "Lost or Stolen Cards and Your Liability for Unauthorized Transfers." The Card will be disabled if an incorrect PIN is used a number of times and you must contact Customer Services on the numbers provided on the Card or the accompanying documentation to reactivate the Card. There may be a delay of up to twenty-four (24) hours in reactivating any Card.

#### Loading Your Card:

In addition to the initial funds loaded on to your Card at the time of purchase, you may also add further funds to your Card, called "value loading". Value loads are subject to the limits applicable to your Card as set out in the accompanying documentation. You agree to present the Card and meet identification requirements to complete load transactions as may be required from time to time.

**MasterCard Purchase Assurance Service® and Lost Luggage Service:** Each Card comes with the benefit of MasterCard Purchase Assurance Services and Lost Luggage Service. For further details of these services please see the separate information supplied.

#### Emergency Assistance Services

You and the additional Cardholder is also entitled to Emergency Assistance Services from activation until expiration of the Card. These Emergency Assistance Services are available to you, your partner and children under 16 years of age or the additional Cardholder, their partner and children under 16 years of age. For further details of these Emergency Assistance Services please see the separate information supplied.

#### 3. Using Your Card

You may use your Card to purchase or lease goods or services wherever the Card is honored as long as you do not exceed the value available on your Card or any other limits applicable to your Card. Although the MasterCard brand mark may be displayed in some countries the Card may not operate there (due to restrictions of MasterCard). You are responsible for all transactions initiated by use of your Card. 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 subject to such use. If you do not have enough value loaded on your Card you can instruct the merchant to charge a part of the purchase to the Card and pay the remaining amount with

cash or another card. These are called "split transactions". 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 a mail order or telephone purchase), the legal effect will be the same as if you used the Card itself. For security reasons, we may limit the amount or number of transactions you can make on your card. You may use your Card to access cash at an Automated Teller Machine (ATM). We will charge a fee for each withdrawal made from an ATM. Some ATM operators may also charge you an additional fee that will be deducted from your Card. Not all ATM operators advise of this additional fee or the amount before you withdraw cash. Most ATM operators limit the minimum and maximum cash that can be obtained in a single transaction and it may also be limited (in some countries) by regulatory controls. You may not use your Card for any illegal purchases, use at casinos or other transactions or for any on-line gambling activity.

When a Card is used to purchase fuel at an automated fuel pump there must be a minimum of \$50 available on the Card. To make a telephone call there must be a minimum of \$15 available. If you spend less than these minimum amounts it may take up to seven (7) days from the date of your purchase before any unused balance is available.

When a Card is used at bars or restaurants an additional percentage (usually 10% to 20%) may be automatically added as an anticipated service charge or tip. If your actual service charge or tip is less, it may take up to seven (7) days from the date of the transaction before the difference is available.

Certain businesses may not accept the Card as a means of pre-authorizing expenditure and we advise that you do not use the Card for this purpose. If the Card is used for this purpose, some businesses (such as hotels, cruise lines and car rental companies) may pre-authorize the estimated amount of the final bill, and this amount will temporarily be unavailable. Only the actual amount of the final bill will be debited from your Card, although it may take up to seven (7) days from the date of the original pre-authorization to cancel the pre-authorized amount.

When a Card is used to purchase goods by mail order or online an additional 10% may be automatically added as an anticipated delivery charge. If the actual delivery charge is less, it may take up to seven (7) days from the date of the transaction before the difference is available.

You should keep track of the amount of value loaded on Cards issued to you.

Each time you use your Card, you authorize us to reduce the value available on your Card by the amount of the transaction. We cannot stop a transaction or payment once the use of the Card has been authorized by you. You are not allowed to exceed the available amount on your Card through an individual transaction or a series of transactions. Nevertheless, if a transaction exceeds the balance of the funds available on your Card (creating a "shortage") 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 any shortage together with the applicable overdraft fee. You agree to pay us promptly

for the shortage and any applicable shortage fees and in any event within thirty (30) days of our demand. We also reserve the right to cancel this Card should you create one or more shortages with your Card.

You do not have the right to stop payment on any purchase transaction originated by use of your Card. 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 for up to seven (7) days.

#### 4. Returns and Refunds

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. The amounts credited to your Card for refunds may not be available for up to five (5) business days from the date the refund transaction occurs.

#### 5. Foreign Transactions

If a Card transaction is made (or we provide you with funds under these Terms and Conditions) in a currency other than that loaded on the Card the amount will be converted into the currency of the Card. The exchange rate used is the wholesale market rate or the government mandated rate in effect the day the transaction is processed, increased by 5.5 per cent.

#### 6. Receipts

You should get a receipt at the time you make a transaction or obtain cash using your Card. You agree to retain your receipt to verify your transactions.

#### 7. Statements and Card details

You will be able to access your Card details through Customer Service or through the website located at [www.cashpassport.com](http://www.cashpassport.com) to: (a) change your PIN; (b) change some of your personal details; (c) check your balance; and (d) check the last five (5) transactions.

If an ATM displays a balance in a currency other than the currency of your Card the exchange rate applied may be different than ours and minor discrepancies can arise but an accurate balance is always available through Customer Service or through [www.cashpassport.com](http://www.cashpassport.com).

#### 8. Fees, Charges and Limits

You may be charged a fee or commission by the selling agent on the issuance or crediting of additional funds to your Card.

The fees charged by us in respect of Cards are set out as follows:-

Value loading fee	Determined by your selling agent
Balance Inquiries Online	Free
Balance Inquiries by Phone	Free
Cash Withdrawals from ATMs (US\$ transactions)	\$3.00
Cash Withdrawals from ATMs (non US\$ transactions)	\$2.00
Monthly Maintenance Fee*	\$2.50
Cash Out Fee**	\$20.00
Additional Card Fee	\$3.00

\*Where allowed by state law, after a period of one (1) month from the date you activate your Card (or such longer period as may be required by state law) we will debit your Card until it is closed with a monthly maintenance fee of \$2.50. If there is no credit balance on your Card following the debit of any monthly maintenance fee (if the balance is less than the fee we will waive the remainder of our fee) we will automatically cancel the Card (and any additional Card).

\*\*If you request any funds remaining on your Card after expiration or at any other time via Customer Services a \$20 cash out fee may be charged.

The limits applicable to the Card are as follows:-

Maximum load value at any one time	\$8,500.00
Minimum load value	\$200
Number of additional Cards permitted	1
ATM withdrawal limit	\$1,000 per 24 hours
Merchant purchases	\$5,000 per 24 hours
Maximum load total	\$30,000 per 12 months of the card life
Merchant Cash back limit	\$250 per 24 hours

#### 9. Confidentiality

We may disclose information to third parties about 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 a merchant;
- (3) In order to comply with any government agency, court order, or other legal reporting requirements;
- (4) If you give us your written permission, or;
- (5) To our employees, auditors, affiliates, service providers, or attorneys as needed.

#### 10. Our Liability for Failure to Complete Transactions

In no event will we be liable for consequential damages (including lost profits), extraordinary damages, special or punitive damages. We will not be liable, for instance:

- (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 your Card;
- (3) If an ATM where you are making a cash withdrawal does not have enough cash;
- (4) 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;
- (5) If access to your Card has been blocked after you reported your Card lost or stolen;
- (6) If there is a hold on your funds or your funds are subject to legal process or other encumbrance restricting their use;
- (7) If we have reason to believe the requested transaction is unauthorized;

(8) 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;

(9) Any other exception stated in our Agreement with you.

#### 11. Lost or Stolen Cards and Your Liability for Unauthorized Transactions

IF YOU BELIEVE THAT YOUR CARD HAS BEEN LOST, STOLEN OR MISUSED OR A THIRD PARTY BECOMES AWARE OF YOUR PIN, CALL CUSTOMER SERVICES AT ONCE. WE WILL SUSPEND THE CARD. You may be required to confirm details of the loss, theft or misuse to us. You must also cooperate with and assist us, the police and any other relevant parties in any investigations, enquiries or proceedings (including legal proceedings against any third parties) arising in respect of a lost, stolen or misused Card. We may disclose your information to the police and any other relevant parties in connection with any such investigations, enquiries or proceedings.

If you provide any information to us orally, we may require that you confirm this in writing within seven (7) business days. If any lost or stolen Card is subsequently found or returned it must not be used and you must cut the Card into three pieces and dispose of it securely.

Our zero liability policy may protect you from liability for certain unauthorized transactions. Under this policy, you will not be liable for any unauthorized transactions unless you have been grossly negligent or have been engaged in fraud. Also, if you do not tell us immediately (and in any event within sixty (60) days after the unauthorized transaction is processed), you may not be entitled to a re-credit if we can prove that the unauthorized transaction could have been prevented if you had notified us in time.

A transaction is unauthorized if it is not initiated by you, you did not give permission to make the transaction, and you do not benefit from the transaction in any way.

If you do not notify us immediately after you learn of the loss or theft of the Card and we can prove that the unauthorized transaction could have been prevented if you had notified us immediately, you could lose up to \$50.

#### 12. 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 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. This Agreement will be governed by the law of the State of South Dakota except to the extent governed by federal law.

#### 13. Amendment, Inactivity, Expiration and Cancellation

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.

You may end this Agreement at any time through the selling agent or through Customer Service and we will arrange for payment by the selling agent (where possible) or we will send you any credit balance in the currency of the Card (unless exchange control regulations requires payment in local currency) subject to a fee.

After the Card has expired or has been closed, you agree to destroy the Card by cutting it into at least three (3) pieces.

We may ask for the return of the Card or any additional Card, cancel or suspend their use and/or end this Agreement if: we think a Card has been or is likely to be misused; any of these terms and conditions are breached; we suspect any illegal use of a Card; or you gave us false or inaccurate information when you applied for a Card.

If we have a good reason we may, without telling you first and without incurring liability for loss or damage you or any third party may suffer as a result, refuse to approve a transaction, cancel or suspend your right or the additional Cardholder's right to use a Card for any or all purposes, or refuse to replace any Card. This Agreement will continue even if we do any of these things.

We may end this agreement for any other reason by giving you at least thirty (30) days' notice and we will refund any funds on your Card.

Termination of this Agreement will not affect any rights or obligations arising under this Agreement prior to termination.

#### 14. Information About Your Right to Dispute Errors

In case of errors or questions relating to Card transactions, call the Customer Services number provided on the Card or the accompanying documentation or e-mail us at [cardservices@travelex.com](mailto:cardservices@travelex.com); or write to MetaBank Prepaid Cards, c/o Travelex Card Services Ltd., PO Box 2853, Church Street Station, NY 10008-2853. You must contact us immediately (and in any event no later than sixty (60) days of the date the transaction is processed) and provide the following information:-

- (1) Your name and Card number;
- (2) Any further information we may require in respect of your enquiry or complaint.
- (3) The dollar amount of the error in question

If you provide this information orally, we may require that you send your complaint or question in writing within seven (7) business days. We will determine whether an error occurred within ten (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 forty-five (45) days to investigate your complaint or question. If we ask you to put your complaint or question in writing and you do not provide it within ten (10) business days, we may not credit your Card.

For errors involving new Cards, point-of-sale, or foreign-initiated transactions, we may take up to ninety (90) days to investigate your complaint or question. We will tell you the results within three (3) business days after completing the investigation. If we decide that there was no error, we will send you a written explanation.

#### 15. Privacy and Data Protection

(i) Information We Collect ("Cardholder Information"):

(a) Information about purchases made with the Card, such as date of purchase, amount and place of purchase

(b) 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.

(ii) 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, procedural and procedural security measures that comply with federal regulations to safeguard Cardholder Information.

(iii) 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, including marketing services, on our behalf. We may also provide certain Cardholder Information to others as permitted by law, such as government entities or other third parties in response to subpoenas.

You must tell us as soon as reasonably possible if you change your address, or you or the additional Cardholder change name.

#### 16. Telephone Monitoring/Recording

From time to time we and/or service providers may monitor and/or record telephone calls to assure the quality of our customer service or as required by applicable law and for fraud purposes.

#### 17. No Warranty Regarding Goods and Services

We are not responsible for the quality, safety, legality, or any other aspect of any goods or services you purchase with your Card.

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

(b) 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 as well as any related or prior agreement that you may have had with us or the relationships resulting from this Agreement, including the validity, enforceability or scope of this Arbitration Provision or the Agreements. "Claim" includes claims of every kind and nature, including but not limited to initial claims, counterclaims, cross-claims and third-party claims and claims based upon contract, tort, fraud and other intentional torts, statutes, regulations, common law and equity. The term "Claim" is to be given the broadest possible meaning that will be enforced and includes, by way of example and without limitation, any claim, dispute or controversy that arises from or relates to (i) your Card, or the Card of the additional Cardholder designated by you; (ii) the amount of Available Funds on the Cards; (iii) advertisements, promotions or oral or written statements related to the Cards, goods or services purchased with the Cards; (iv) the benefits and services related to the Cards; and (v) your enrollment 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 the court.

As used in the Arbitration Provision, the terms "we" and "us" shall for all purposes mean MetaBank, wholly or majority owned 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 use or provide services, debt collectors and all of their agents, employees, directors and representatives) 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. As solely used in this Arbitration Provision, the terms "you" or "yours" shall mean the persons approved by us to have and/or use a Card, including but not limited to all persons contractually obligated under any of the Agreements and the additional Cardholders.

(c) 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 code of procedures of the national arbitration organization to which the Claim is referred in effect at the time the Claim is filed. Claims shall be referred to either the National Arbitration Forum ("NAF"), 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. For a copy of the procedures, to file a Claim or for other information about these organizations, contact them as follows: (i) the NAF at P.O. Box 50191, Minneapolis, MN 55404; website at [www.arbitration-forum.com](http://www.arbitration-forum.com); (ii) JAMS at 1920 Main Street, Suite 300, Los Angeles, CA 92614; website at [www.jamsadr.com](http://www.jamsadr.com); (iii) AAA at 335 Madison Avenue, New York, NY 10017; website at [www.adr.org](http://www.adr.org).

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

(e) Restrictions on Arbitration: If either party elects to resolve a Claim by arbitration, that Claim shall be arbitrated on an individual basis. There shall be no right or authority for any Claims to be arbitrated on a class action basis or on bases involving Claims brought in a purported representative capacity on behalf of the general public, other Cardholders or other persons similarly

situated. 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.

(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 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 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 filing, administrative and/or hearing fees in connection with the arbitration (or appeal). If and to the extent you incur filing, administrative and/or hearing fees in arbitration, including for any appeal, exceeding the amount they would have been if the Claim had been brought in the state or federal court which is closest to your billing address and would have had jurisdiction over the Claim, we will reimburse you to that extent unless the arbitrator (or panel) determines that the fees were incurred without any substantial justification.

(g) 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 Code, except that (to the extent enforceable under the FAA) this arbitration Provision shall control if it is inconsistent with the applicable Code. The arbitrator shall apply applicable substantive law consistent with the FAA and applicable status 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. In conducting the arbitration proceeding, the arbitrator shall not apply the Federal or any state rules of civil procedure or rules of evidence. Either party may submit a request to the arbitrator to expand the scope of discovery allowable under the applicable Code. The party submitting such a request must provide a copy to the other party, who may submit objections to the arbitrator with a copy of the objections provided to the request party, within fifteen (15) days of receiving the requesting party's notice. The granting or denial of such request will be in the sole discretion of the arbitrator who shall notify the parties of his/her decision within twenty (20) days of the objecting party's submission. 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 against 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 Code and issue its decision within one hundred and 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.

(h) Continuation: This Arbitration Provision shall survive termination of your Card as well as voluntary payment of the debt owed by you, any legal proceeding by us to collect a debt owed by you, and any bankruptcy by you or us. If any portion of this Arbitration Provision is deemed invalid or unenforceable under any principle or provision of law or equity, consistent with the FAA, it shall not invalidate the remaining portions of this Arbitration Provision, the Agreement or any prior agreement you may have had with us, each of which shall be enforceable regardless of such invalidity.

#### Your Guide to Benefits Package

**Purchase Assurance® Coverage.** Prepaid Travel Card MasterCard® cardholders can benefit from the security and safety offered through Purchase Assurance Coverage. If something you bought with your Prepaid Travel Card MasterCard card is damaged or stolen within ninety (90) days of purchase, you may be eligible for benefits under this coverage. Purchase Assurance is an insurance program.

#### Key term:

- **You or Yours** means Prepaid Travel Card MasterCard cardholder.
- **Stolen** means items that are taken by force and/or under duress or the disappearance of the item from a known place under circumstances that would indicate the probability of theft.
- **Damage** means items that can no longer perform the function they were intended to do in normal service due to broken parts, material or structural failures.

#### To get coverage:

- You must purchase the new item entirely with your Prepaid Travel Card MasterCard for yourself or to give as a gift.
- Original purchase does not have to be registered to receive this benefit.

#### The kind of coverage you receive:

- Most items you purchase entirely with your Prepaid Travel Card MasterCard are covered if damaged or stolen for ninety (90) days from the date of purchase as indicated on your Prepaid Travel Card MasterCard receipt.
- Items you purchase with your Prepaid Travel Card MasterCard and give as gifts also are covered.
- This coverage is secondary to any other applicable insurance or coverage available to you or the gift recipient. Coverage is limited to only those amounts not covered by any other insurance or coverage benefit.
- **Coverage limitations:**
  - Coverage is limited to the actual cost of the item (excluding delivery and transportation costs).
  - Coverage is limited to maximum of \$1,000 per claim and a total of \$25,000 per cardholder account per twelve (12) month period.

- Purchases that are made up of a pair or set will be limited to the cost of repair or replacement of the specific item stolen or damaged. If the specific item cannot be replaced individually or repaired, the value of the pair or set will be covered not to exceed the limits above.
- Coverage for stolen or damaged jewelry or fine art will be limited to the actual purchase price as listed on your credit card statement, regardless of sentimental or appreciated market value.

#### What is NOT covered:

- Items left in public sight, out of arm's reach, lacking care, custody or control by the Prepaid Travel Card MasterCard cardholder or responsible party.
- Lost items, and items that mysteriously disappear (the only proof of loss is unexplained or there is no physical evidence to show what happened to the item) without any evidence of a wrongful act.
- Items that are stolen from any location or place (including, but not limited to, exercise facilities, places of employment, schools, or places of worship) due to the lack of due diligence by you or another party. "Due diligence" means the performance of all vigilant activity, attentiveness, and care that would be taken by a reasonable and prudent person in the same or similar circumstances in order to guard and protect the item.
- Items lost, stolen, damaged, or mis-delivered while under the care, custody, and control of another party or common carrier (including, but not limited to, airlines, the U.S. Postal Service, UPS, FedEx, or other delivery services).
- Losses due to normal wear and tear, misuse, gradual deterioration, and/or abuse.
- Losses resulting from any dishonest, fraudulent, or criminal act committed or arranged by you.
- Losses that cannot be verified or substantiated.
- Items covered by a manufacturer's recall or class action suit.
- Items that you damage through alteration (including, but not limited to, cutting, sawing, shaping).
- Used or antique items; collectibles of any kind (such as items designed for people to collect or items that over time become collectibles); recycled, previously owned, refurbished, rebuilt, or remanufactured items.
- Stolen items without documented report from the police.
- Items that are damaged during transport via any mode.
- Items stolen from the interior or exterior of a watercraft/boat, aircraft, motorcycle, automobile or any other motor vehicles.
- Motorized vehicles, including, but not limited to, automobiles, watercraft/boats, aircraft, and motorcycles, or their motors, equipment, or accessories. Motorized equipment not designed for transportation and used solely for the upkeep and maintenance of a residence is eligible for coverage. (including, but not limited to, snow thrower, lawn mowers, and hedge trimmers).
- Land, any buildings (including, but not limited to, homes and

dwellings), permanently installed items, fixtures, or structures.

- Traveler's checks, tickets of any kind (e.g., for airlines, sporting events, concerts, or lottery), negotiable instruments, bullion, rare, or precious metals, stamps, and coins, currency or its equivalent.
- Losses caused by insects, animals, or pets.
- Plants, shrubs, animals, pets, consumables, and perishables.
- Items purchased for resale, rental, professional, or commercial use.
- Professional services (including, but not limited to, the performance or rendering of labor or maintenance; repair or installation of products, goods, or property; professional advice of any kind, including, but not limited to, information/ services or advice secured from any help or support line; or technical support for software, hardware, or any other peripherals).
- Application programs, computer programs, operating software, and other software.
- Losses resulting from war or hostilities of any kind (including, but not limited to, invasion, terrorism, rebellion, insurrection, riot, or civil commotion); confiscation or damage by any government, public authority, or customs official; risks of contraband; illegal activity or acts.
- Losses caused by power surge, contamination by radioactive or hazardous substances, including mold.
- Losses caused by inherent product defects or pre-existing conditions.
- Direct or indirect loss resulting from any Acts of God (including, but not limited to, flood, hurricane, lightning, and earthquake).
- Losses caused by liquids, fluids, oils, chemicals, or bodily fluids/excretions.
- Indirect or direct damages resulting from a covered loss.
- Game animals, pets, or specimens preserved for display (e.g., fish, birds, reptiles, or mammals).
- Items stolen or damaged at a new home construction site.
- Rented, leased, or borrowed items for which you will be held responsible.

- Losses resulting from war or hostilities of any kind (including, but not limited to, invasion, terrorism, rebellion, insurrection, riot, or civil commotion); confiscation or damage by any government, public authority, or customs official; risks of contraband; illegal activity or acts.
- Losses caused by power surge, contamination by radioactive or hazardous substances, including mold.
- Losses caused by inherent product defects or pre-existing conditions.
- Direct or indirect loss resulting from any Acts of God (including, but not limited to, flood, hurricane, lightning, and earthquake).
- Losses caused by liquids, fluids, oils, chemicals, or bodily fluids/excretions.
- Indirect or direct damages resulting from a covered loss.
- Game animals, pets, or specimens preserved for display (e.g., fish, birds, reptiles, or mammals).
- Items stolen or damaged at a new home construction site.
- Rented, leased, or borrowed items for which you will be held responsible.

- Losses due to normal wear and tear, misuse, gradual deterioration, and/or abuse.
- Losses resulting from any dishonest, fraudulent, or criminal act committed or arranged by you.
- Losses that cannot be verified or substantiated.
- Items covered by a manufacturer's recall or class action suit.
- Items that you damage through alteration (including, but not limited to, cutting, sawing, shaping).
- Used or antique items; collectibles of any kind (such as items designed for people to collect or items that over time become collectibles); recycled, previously owned, refurbished, rebuilt, or remanufactured items.
- Stolen items without documented report from the police.
- Items that are damaged during transport via any mode.
- Items stolen from the interior or exterior of a watercraft/boat, aircraft, motorcycle, automobile or any other motor vehicles.
- Motorized vehicles, including, but not limited to, automobiles, watercraft/boats, aircraft, and motorcycles, or their motors, equipment, or accessories. Motorized equipment not designed for transportation and used solely for the upkeep and maintenance of a residence is eligible for coverage. (including, but not limited to, snow thrower, lawn mowers, and hedge trimmers).
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- Losses due to normal wear and tear, misuse, gradual deterioration, and/or abuse.
- Losses resulting from any dishonest, fraudulent, or criminal act committed or arranged by you.
- Losses that cannot be verified or substantiated.
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#### How to file a claim under Purchase Assurance coverage:

- Call **1-800-MC-ASSIST** to request a claim form. You must report the claim within thirty (30) days of the loss or the claim may not be honored.
- Submit the following documentation within sixty (60) days of the date you report the claim:
  - Completed and signed claim form.
  - Proof of loss.
  - Photograph clearly showing damage, if applicable.
  - Prepaid Travel Card MasterCard receipt showing purchase of covered item.
  - Prepaid Travel Card MasterCard statement showing purchase of covered item.
  - Itemized purchase receipt.

- Report from police listing items stolen.
- Copy of the declarations page of any applicable insurance or protection (including, but not limited to, homeowner's, renter's, or auto insurance policy).
- Any other documentation that may be reasonably requested to validate a claim.

#### Reminder: Please refer to the Final Legal Disclosure section

#### PA-1 (12-04)

#### Lost or Damaged Luggage Coverage.

Prepaid Travel Card MasterCard cardholders can benefit from the security and safety offered through Lost or Damaged Luggage Coverage. If your checked or carry-on luggage is lost or damaged while traveling on a common carrier, you may be eligible for benefits under this coverage. Lost or Damaged Luggage Coverage is an insurance program.

#### Key terms:

- **You or Yours** means Prepaid Travel Card MasterCard cardholder.
- **Lost** means luggage (including personal property contained within) that is missing for ten (10) consecutive days and whose whereabouts are unknown to you or the common carrier.
- **Damage** means luggage (including personal property contained within) that can no longer perform the function it was intended to do in normal service due to broken parts, material or structural failures.
- **Carry-on luggage** means suitcases or other containers specifically designated for carrying personal property, which are carried on board a common carrier by you.
- **Checked luggage** means suitcases or other containers specifically designated for carrying personal property, for which a claim check has been issued to you by a common carrier.
- **Common carrier** means any land, water, or air transportation operated under a license for the transportation of passengers for hire.

#### To get coverage:

- You must pay the entire cost of the common carrier ticket(s) with your Prepaid Travel Card MasterCard card or pay the entire cost of the common carrier ticket(s) with points earned through your Prepaid Travel Card MasterCard card.

#### The kind of coverage you receive:

- Reimbursement for the actual cost of repairing or replacing your checked or carry-on luggage and personal property contained therein that is lost or damaged.
- Coverage begins when the luggage is checked in or carried on to the common carrier by you. This includes curbside check in with facility-designated personnel.
- Coverage ends each time you regain possession of the checked luggage from, or carry the luggage off of the common carrier or twenty-four (24) hours after you depart from the common carrier, whichever comes first.

- Coverage is secondary to any other applicable insurance or coverage available to you including benefits provided by the common carrier (including, but not limited to, goodwill payments, refunds, credit/vouchers). Coverage is limited to only those amounts not covered by any other insurance or coverage, or common carrier benefits (including, but not limited to, goodwill payments, refunds, credit/vouchers).

#### Coverage limitations:

- Coverage is limited to the actual cost, up to \$1,500 per incident of repairing or replacing your checked and/or carry-on luggage and any personal property contained within. There is a maximum of two (2) claims per twelve (12) month period.

#### Where you are covered:

- Coverage applies worldwide.

#### What is NOT covered:

- Loss or damage of luggage or personal property for regularly scheduled short-distance travel under one hundred (100) miles.
- Loss or damage resulting from any dishonest, fraudulent, or criminal act committed or arranged by you.
- Loss resulting from war or hostilities of any kind (including, but not limited to, invasion, terrorism, rebellion, insurrection, riot, or civil commotion); confiscation, expropriation or detention by any government, public authority, or customs official; illegal activity or acts.
- Loss resulting from contamination by radioactive or hazardous substances, including mold.
- Sporting equipment or musical instruments, unless checked in as luggage with the common carrier and for which a claim check has been issued.
- Electronic equipment (including, but not limited to, laptops, PDAs, video/film cameras, or hearing aids).
- Eyeglasses, contact lenses, prosthetic devices, dentures, silverware, furs, household furniture, or documents (including, but not limited to, visas and IDs).
- Plants, shrubs, animals, consumables, and perishables.

- Traveler's checks, tickets of any kind (e.g., for airlines, sporting events, concerts, or lottery), negotiable instruments, bullion, rare, or precious metals, stamps, and coins, currency or its equivalent.
- Jewelry, art, used or antique items; collectibles of any kind (such as items designed for people to collect or items that over time become collectibles); recycled, previously owned, refurbished, rebuilt, or remanufactured items.
- Property shipped prior to your trip departure.
- Defective material or workmanship, ordinary wear and tear or normal deterioration.
- Loss or damage where you have not complied with the common carrier claim reporting procedures.
- Loss or damage not reported within the time period required, as stipulated in the claim procedure.

- Loss or damage where the common carrier completely denies a claim for checked and/or carry-on luggage.
- Items excluded under the common carrier's coverage (except carry-on luggage).
- Loss or damage where the common carrier pays the claim in full or repairs the damage.

#### How to file a claim under common carrier lost or damaged luggage coverage:

- Call **1-800-MC-ASSIST** to request a claim form. You must report the claim within thirty (30) days of the incident or the claim may not be honored.
- Report within twenty-four (24) hours any loss or damage to the common carrier.
- Submit the following documentation within ninety (90) days of the date of incident or the claim may not be honored:
  - Completed and signed claim form.
  - Prepaid Travel Card MasterCard receipt showing purchase of common carrier tickets.
  - Prepaid Travel Card MasterCard statement showing purchase of common carrier tickets.
  - Copy of initial claim report submitted to the common carrier.
  - Copy of Prepaid Travel Card MasterCard travel point program statement showing the common carrier ticket was paid for with redeemed points.
  - Report from police, if applicable.
  - The result of any settlement by the common carrier.
  - Receipts showing that luggage or personal property has actually been repaired or replaced.
  - Any other documentation that may be reasonably requested to validate a claim.

#### Reminder: Please refer to the Final Legal Disclosure section.

#### LDL-1 (12-04)

#### Final Legal Disclosure

This Guide is not a policy or contract of insurance or other contract.

Benefits are purchased by Prepaid Travel Card MasterCard and provided free to you, but non-insurance services may have associated costs, which will be your responsibility (for example, legal referrals are free, but the lawyer's fee is your responsibility).

Purchase Assurance and Lost or Damaged Luggage coverage are provided under a master policy of insurance issued by Virginia Surety Company, Inc. This Guide is intended as a summary of benefits provided to you. All information about the insurance benefits listed in this Guide is governed by the conditions, limitations, and exclusions of the master policy.

As the insurer of the Prepaid Travel Card MasterCard coverage described herein, Virginia Surety Company, Inc. ("VSC") collects personal information about you from the following sources:

Information the insurer gathers from you, from your request for insurance coverage or other forms you furnish to the insurer, such as your name, address, telephone number, and

information about your transactions with the insurer such as claims made and benefits paid. The insurer may disclose all information it collects, as described above, to companies that perform administrative or other services on our behalf solely in connection with the insurance coverage you have received. The insurer does not disclose any personal information about former insureds to anyone, except as required by law. The insurer restricts access to personal information about you to those employees who need to know that information in order to provide coverage to you. The insurer maintains physical, electronic, and procedural safeguards that comply with federal regulations to guard your personal information. Should you have any questions about the insurance procedures or the information contained within your file, please contact the insurer by writing to: Compliance Department, Virginia Surety Company, Inc., 1000 North Milwaukee Avenue, Glenview, IL 60025

#### Effective date of benefits

Effective January 1, 2008, this Guide replaces all prior disclosures, program descriptions, advertising, and brochures by any party. MasterCard and the insurer reserve the right to change the benefits and features of these programs at anytime.

#### Cancellation

Prepaid Travel Card MasterCard can cancel these benefits at any time or choose not to renew the insurance coverage for all cardholders. If Prepaid Travel Card MasterCard does cancel these benefits, you will be notified at least sixty (60) days in advance. If the insurance company terminates, cancels, or chooses not to renew the coverage to Prepaid Travel Card MasterCard, you will be notified as soon as is practicable. Insurance benefits will still apply for any benefits you were eligible for prior to the date of such terminations, cancellation, or non-renewal, subject to the terms and conditions of coverage.

#### Benefits to you

These benefits apply only to Prepaid Travel Card MasterCard cardholders whose cards are issued by U.S. financial institutions. The United States is defined as the fifty (50) United States, the District of Columbia, American Samoa, Puerto Rico, Guam, and the U.S. Virgin Islands. No person or entity other than the Prepaid Travel Card MasterCard cardholder shall have any legal or equitable right, remedy, or claim for benefits, insurance proceeds and damages under or arising out of these programs. These benefits do not apply if your card privileges have been cancelled. However, insurance benefits will still apply for any benefit you were eligible for prior to the date that your account is suspended or cancelled, subject to the terms and conditions of coverage.

#### Transfer of rights or benefits

No rights or benefits provided under these insurance benefits may be assigned without the prior written consent of the claim administrator for these benefits.

#### Misrepresentation and Fraud

Benefits shall be void if the Prepaid Travel Card MasterCard

cardholder has concealed or misrepresented any material facts concerning this coverage.

#### Due Diligence

All parties are expected to exercise due diligence to avoid or diminish any theft, loss or damage to the property insured under these programs. "Due diligence" means the performance of all vigilant activity, attentiveness, and care that would be taken by a reasonable and prudent person in the same or similar circumstances in order to guard and protect the item.

#### Subrogation

If payment is made under these benefits, the insurance company is entitled to recover such amounts from other parties or persons. Any party or cardholder who receives payment under these benefits must transfer to the insurance company his or her rights to recovery against any other party or person and must do everything necessary to secure these rights and must do nothing that would jeopardize them, or these rights will be recovered from the cardholder.

#### Salvage

If an item is not repairable, the claim administrator may request that the cardholder or gift recipient send the item to the administrator for salvage at the cardholder's or gift recipient's expense. Failure to remit the requested item for salvage to the claim administrator may result in denial of the claim.

In no event will these insurance benefits apply as contributing insurance. The non-contribution insurance clause will take precedence over the non-contribution clause found in any other insurance policies.

Benefits listed in this Guide are subject to the conditions, limitations, and exclusions described in each benefit section.

**Receipt and/or possession of this Guide to Benefits does not guarantee coverage or coverage availability.**

#### Cardholder Agreement

#### 1. Terms and Conditions for the Prepaid Travel Card MasterCard®

This document constitutes the agreement ("Agreement") outlining the terms and conditions under which the Prepaid Travel Card MasterCard has been issued to you. By accepting and using this card, you agree to be bound by the terms and conditions contained in this Agreement. In this Agreement, "Card" means the Prepaid Travel Card MasterCard issued to you by MetaBank. "You" and "your" means the person or persons who have received the Card and are authorized to use the Card as provided for in this Agreement. "We," "us," and "our" mean MetaBank, our successors, affiliates or assignees. The Card will remain the property of MetaBank and must be surrendered upon demand. The Card is nontransferable, and it may be canceled, repossessed, or revoked at any time without prior notice subject to applicable law. Each Card must be signed on the reverse immediately upon receipt. Please read this Agreement carefully and keep it for future reference.

#### 2. General

The Card is a prepaid card. The Card allows you to access funds you place on the Card. The Card does not constitute a checking, savings or other bank 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 your funds on the Card. The Card expires on the date imprinted on the front of the Card.

There are fees and limits applicable to the use of the Card, which are set out in Section 8 and in the documentation accompanying the Card.

#### Authorized Users:

You may request one (1) additional Card to enable another person to have access to the funds held on your primary Card. You must notify us to revoke permission for the person you have previously authorized to use the additional Card. You are responsible for all transactions and fees incurred by you or the other person you have authorized. If you tell us to revoke the other person's use of your Card, we may revoke your Card and issue a new Card with a different number. You are wholly responsible for the use of each Card according to the terms of this Agreement. The additional Card is used in the same way as your Card but cannot be used for value loads and will expire on the same day as the primary Card.

#### Personal Identification Number ("PIN") and Security:

Before using your Card, you should choose a Personal Identification Number ("PIN") through Customer Services or through the website located at [www.cashpassport.com](http://www.cashpassport.com). You will need to use your PIN, (i) to obtain Cash from any Automated Teller Machine ("ATM") or (ii) at any Point-of-Sale (POS) device which requires entry of a PIN that bears the MasterCard®, Maestro® or Cirrus® brand. All ATM transactions are treated as Cash withdrawal transactions. You must make sure that you keep each Card and the PIN safe and secure, including, but not