

**GO-Tag™ and TAXI-Tag™
Prepaid Visa® Cards
Reloadable if Registered
CARDHOLDER AGREEMENT
IMPORTANT
PLEASE READ CAREFULLY**

Terms and Conditions for the GO-Tag and TAXI-Tag Prepaid Visa Cards

This document constitutes the agreement (“Agreement”) between you and MetaBank regarding the GO-Tag Prepaid Visa Card and the TAXI-Tag Prepaid Visa Card, both of which are issued by MetaBank, Member FDIC, and come with two presentation devices allowing you to access the same prepaid account, namely, a plastic magnetic stripe Visa Debit card (the “Plastic Card”) and an accompanying contactless GO-Tag Sticker or TAXI-Tag Sticker, as the case may be (collectively the Plastic Card and either the GO-Tag Sticker or the TAXI-Tag Sticker are the “Card”). (References throughout the remainder of this Agreement to the GO-Tag Sticker shall also apply to the TAXI-Tag Sticker). Please read this Agreement carefully and keep it for future reference. Go to www.gotag.com for the most current version of this Agreement.

By purchasing, accepting, activating or using this Card, you agree to be bound by this Agreement. In this Agreement, “you” and “your” mean the person or persons who have purchased or received the Card and/or are authorized to use the Card as provided for in this Agreement. “We,” “us,” “our,” and “Bank” mean MetaBank, our successors, affiliates and assignees. The Card will remain the property of Bank and must be surrendered upon demand. The Card may be canceled, repossessed, or revoked at any time without prior notice subject to applicable law.

Important Disclosures

The Card is a prepaid card loaded with a specific amount of funds, redeemable as described below. Unless you register the Card and follow the procedures in this Agreement, you may not load additional funds to this Card. The Card is NOT a credit card. The Card is not connected in any way to any other account. Your Card balance will be insured by the Federal Deposit Insurance Corporation up to the limits permitted by law ONLY if you have registered the Card to allow additional funds to be loaded to the Card. You will not receive any interest on the funds loaded onto your Card. For purposes of this Agreement, our business days are Monday through Friday excluding holidays.

Use of the GO-Tag Sticker

The GO-Tag Sticker, which includes an RF-enabled microchip allowing contactless transactions at points of sale, is provided to you by First Data Corporation for your convenience. You can access your prepaid account, and conduct Card transactions described in this Agreement, using either the GO-Tag Sticker (except for ATM, internet, mail order, telephone, load and PIN debit transactions) or the Plastic Card, subject to the following limitations. **Do not discard your Plastic Card as it includes important information and you may need it to perform certain transactions.**

You can place the GO-Tag Sticker on various personal items and use it to conduct transactions at points of sale in the USA that accept Visa debit cards and which are also equipped with contactless readers supporting Visa contactless payments. HOWEVER, KEEP IN MIND THAT THE GO-TAG STICKER MAY NOT BE APPROPRIATE TO ADHERE TO ALL ITEMS. DO NOT PLACE THE GO-TAG STICKER ON ANY OTHER PAYMENT CARD OR AN ITEM WHICH MAY BE DISABLED OR DAMAGED BY ATTACHING THE GO-TAG STICKER TO IT, OR WHICH MAY EXPERIENCE INTERFERENCE FROM THE MICROCHIP INSIDE THE GO-TAG STICKER.

The GO-Tag Sticker may interfere with the use of certain mobile devices and potentially other electronic items. The interference may, without limitation, diminish battery life, reduce signal quality, or affect applications such as Wi-Fi and Bluetooth. If the electronic item to which you adhere the GO-Tag Sticker has an associated warranty or insurance policy, please make certain your use of the GO-Tag Sticker does not violate, void or invalidate such policy. If your GO-Tag Sticker cannot be read by the contactless reader, or interferes with your personal item, move it to a different location on the item or adhere it to a different item. We make no representation or guarantee to you that the GO-Tag Sticker will work when adhered to every personal item, nor do we guarantee the durability of the GO-Tag Sticker which will vary depending upon a number of factors, including without limitation the frequency of use, the item on which you adhere the GO-Tag Sticker and your care for such item.

For security purposes, the number on your GO-Tag Sticker cannot be used for internet, mail order and telephone transactions. You must use the number and security code values from the accompanying Plastic Card for internet, mail order and telephone transactions.

Until such time that ATM machines are able to accept contactless transactions, your GO-Tag Sticker cannot be used to get cash from an ATM or perform any other ATM-based transactions such as balance look-up. You also cannot use your GO-Tag Sticker for transactions at the point of sale that require the use of your personalized identification number (PIN). You should use the accompanying Plastic Card to perform ATM, PIN debit and load transactions.

Neither Visa U.S.A. Inc., MetaBank nor any of their respective service providers or affiliates (1) makes any guarantee, warranty or representation of any kind, express or implied, with respect to your use of the GO-Tag Sticker or (2) are liable for any injury, damage or loss to person or property or any expense, accident or inconvenience that may arise from your use of the GO-Tag Sticker.

You hereby release and hold Visa U.S.A. Inc., MetaBank, and their respective service providers and affiliates and all parties associated with the GO-Tag Sticker harmless from any claim, liability or damage relating to your use of the GO-Tag Sticker. Notwithstanding anything in this Agreement to the contrary, Visa U.S.A. Inc. and any of its service providers shall have no liability to you in connection with your use of the GO-Tag Sticker.

We may modify, restrict or change how the GO-Tag Sticker can be used at any time. Please visit www.gotag.com for additional details, material changes and updates about your GO-Tag Sticker. We reserve the right to suspend or terminate the GO-Tag Sticker entirely, or your use of the GO-Tag Sticker, at any time without compensation to you.

Getting a PIN

If you would like to obtain a PIN to perform transactions that require a PIN or to register your Card to be reloadable, please call Customer Service at 1-800-468-5661 and provide the required information.

Registration to Reload the Card

If you are at least 18 years old, you may register the Card to upgrade it to a reloadable GO-Tag Prepaid Visa Card (“Reloadable Card”) by calling Customer Service at 1-800-468-5661 and providing the information requested. If you are less than 18 years old, you may not upgrade to a Reloadable Card. Your Card will be upgraded to a Reloadable Card after you provide all the information requested unless we notify you that you cannot be registered for reload. If we notify you that we need additional information, you must provide the information or you may not upgrade to a Reloadable Card, and your Card may be placed on hold as described below in the section titled **“Important Information About Procedures for Applying for a Reloadable Card.”** The terms and conditions that apply to the Reloadable Card are specified in this Agreement. The value of your Reloadable Card will be the amount of any remaining balance on the Card plus whatever amount you choose to reload.

Important Information About Procedures for Applying for a Reloadable Card

To help the government fight the funding of terrorism and money-laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who applies for a Reloadable Card. **What this means for you:** If you apply for a Reloadable Card, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver’s license or other identifying documents. You may be required to mail copies of certain documents to us.

We may elect not to accept your registration for a Reloadable Card and place your Card on hold if we are unable to verify your identity for any reason (including because you did not send requested documentation) or if otherwise required by applicable law. We will notify you if your registration is not accepted and your Card is placed on hold. You may be permitted to continue to use your Card as a Non-reloadable card, if permitted by applicable law, and we will refund the fee for registering and upgrading to a Reloadable Card, if any, to your non-reloadable Card balance, also if permitted by applicable law.

Activation

You may use the Card or present the Card to another person for his or her use. You can use the Card after it has been activated. Depending on where you purchased the Card, you may activate the Card at the point of sale or you may need to call Customer Service at 1-800-468-5661. You may not transfer the Card to another person after it has been used, or after you have registered for a PIN or for a Reloadable Card.

Loading and Reloading Your Card

Unless you register your Card to be a Reloadable Card, your Card may be loaded with value only when you purchase it.

If you register your Card to be a Reloadable Card, subject to the limits described below, you may load value (add funds) to your Card at any time. You may load your Card in the USA only with cash or any other payment form accepted by the retailer at any retailer participating in the GO-Tag Visa prepaid program, as identified at www.gotag.com. It may also be possible to load your Card via the Internet. Go to www.gotag.com to see currently available reload options. In order to load value to your Card, you agree to comply with all other requirements we may impose from time to time, including but not limited to identification requirements, Card presentation requirements, or agreement with additional terms and conditions. Value loaded to your Card with cash will be available immediately. Value loaded to your Card by direct ACH transfer (if offered) may not be immediately available. (Check your balance to verify when the funds are available.) Value loaded to your Card by credit or debit card (if available) will be available immediately.

Loads at retail locations may be made in the increments specified by the retailer but may not exceed \$750 per day or \$2000 per calendar month. Retailers, however, may impose lower maximums. The maximum balance permitted on your Card at any time is \$8000. In the event of a fraudulent or invalid reload transaction, or if you attempt to reverse or chargeback any reload made via ACH, credit or debit card, we reserve the right to hold or deduct the amount in question from your Card. In the event the amount on your Card is insufficient to cover the amount in question, we may bill you and/or deduct the remainder from the amount of any subsequent value loaded to your Card. You agree to pay all such amounts, including applicable fees, promptly.

Using Your Card

You are wholly responsible for each use of the Card according to the terms of this Agreement. **If you permit another person to use the Card and/or the PIN, you will be liable for all transactions made by that person and all fees and charges associated therewith.**

You may use your Card to pay for goods or services in the USA where Visa debit cards are accepted (including bill payment). In addition, upon registration, you may use your Plastic Card to:

- (i) initiate transactions at any ATM in the USA participating in the Plus network, including cash withdrawals and balance inquiries;
- (ii) obtain cash back at the point of sale at merchants located in the USA participating in the Interlink network that offer cash back; and
- (iii) obtain cash at financial institutions participating in the Visa network.

The fees for such services are set forth below in the section titled **“Cardholder Fee Schedule”**.

You agree not to use the Card for illegal transactions or to fund Internet gambling transactions. At certain merchants and at ATMs, you will be required to enter your PIN prior to completing any transaction initiated with your Plastic Card. When conducting a transaction with your Plastic Card online or on the telephone, you may be prompted by, or on behalf of, a merchant to provide information to confirm your identity.

You may withdraw up to \$400 cash from ATMs using your Plastic Card per calendar day.

For security reasons, we may further limit the amount, number or type of transactions you can make to or from your Card or suspend the use of your Card. Retailers and third party service providers may impose additional limits on the number or amount of transactions you may make using your Card.

You should keep track of the value of your Card. We will make information about the available balance on your Card and your transaction history available as described in the section titled **“Balance and Transaction History”** below (fees may apply).

Each time you use your Card, you authorize us to deduct the amount of the transaction and any associated fees and charges from the balance of the funds associated with the Card. THE AMOUNT OF YOUR TRANSACTIONS AND ASSOCIATED FEES MAY NOT EXCEED THE BALANCE AVAILABLE ON YOUR CARD. If you attempt to use the Card when there are insufficient funds associated with it to cover the transaction amount and any associated fees, 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 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, and/or to deduct from the amount of, any subsequent value loaded to your Card, any shortage together with any applicable fees. You agree to pay us promptly for the shortage and any applicable fees. We also reserve the right to cancel this Card should you create one or more shortages of any type with your Card (including by disputing or charging back a reload transaction). You agree not to attempt to use your Card, if you have disputed or charged back a reload transaction, or once all funds associated with your Card have been spent or withdrawn.

If you wish to use your Card for a purchase which is greater than the balance of the funds available on your Card, you must tell the merchant to charge only the exact amount of funds available on the Card less any applicable transaction fee(s) set forth below to the Card and 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 tender transactions.”** If you fail to inform the merchant prior to completing the transaction, your Card is likely to be declined. When some merchants, such as restaurants, seek to preauthorize a transaction, an additional amount, for estimated tip or other expenses, may be added to the amount that is used to check whether there are sufficient funds on your Card. Other merchants, such as gas stations where you pay at the pump, may seek to preauthorize an amount sufficient to satisfy most transactions and may be larger than the purchase you expect to make. If the amount of the authorization request exceeds your Card balance, the transaction may be declined.

If you commence a purchase and then, after the merchant has already obtained an “authorization” for the transaction, cancel the transaction prior to completing it, the “authorization” may result in a temporary hold for that amount of funds for up to 3 days.

Expiration

Unless otherwise prohibited by applicable law, your Card expires on the expiration date shown on your Card. **However, the assessment of applicable fees may date your Card balance prior to the expiration date. See “Cardholder Fee Schedule” for more information.** If funds remain on your Card at expiration and you have registered to reload your Card prior to the expiration date, you may request a replacement Card at no charge or a balance refund check by calling the phone number on your Card unless we have transferred your unclaimed funds to the state in accordance with applicable law. Fees for receiving a refund check, including but not limited to a live operator fee, will be deducted from the value of your refund check. Expiration of your Card will not cancel the third party services you paid in full prior to the expiration of your Card.

Returns and Refunds

You can cancel your Card and obtain a refund check at no charge if the original value of the Card has not been reduced or depleted by calling Customer Service at 1-800-468-5661. Unless otherwise specified by a third party service provider, 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. Refund, return and cancellation policies for purchases from a third party service provider will be disclosed to you by the third party service provider. Subject to the merchant taking appropriate action in a timely manner, it may take up to 10 days for the amount of the refund to be credited to your Card.

Receipts

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

Balance and Transaction History

You can call the toll free number on your Card or posted on the website www.gotag.com for the automated voice response unit (“VRU”) and access our website at www.gotag.com to obtain current balance information and information about your recent transactions. Your last 5 transactions will be available through the VRU and transactions for up to the last 12 months will be available, free of charge, on the website www.gotag.com.

Lost/Stolen Cards, Errors and Unauthorized Transactions

If you have registered your Card and either the Plastic Card or the GO-Tag Sticker is lost or stolen, call 1-800-468-5661 immediately and provide the information requested. If you have not registered your Card and you call to report it lost or stolen you will be required to provide your Card number, identifying information, and all other information needed for us to conduct an investigation into your claim. You may be required to provide an affidavit in connection with your claim of a lost or stolen Plastic Card or GO-Tag Sticker, or Improper Account Access (defined below), and you agree to cooperate with any such request. If our investigation verifies that your Card was lost or stolen, you may request a replacement Card or a balance refund check (fees may apply).

You can inspect your transaction history at any time by logging onto our website at www.gotag.com. It is very important that you tell us AT ONCE if you have reason to believe any of the following activities have occurred: (i) there has been an unauthorized transaction; (ii) there has been an unauthorized access to your Card balance; (iii) your password has been compromised; or (iv) someone has transferred or may transfer funds from your Card balance without your permission (collectively called “Improper Account Access”).

Review of Reports of Errors and/or Unauthorized Transactions

We will advise you of the results of our investigation within 10 business days after we receive your notice. If we have made an error, we will correct it promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, and your inquiry or complaint involves any amounts in question relating to your Card, we may, but

we are not required to, provisionally credit your Card balance for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not grant provisional credit of the disputed amount. At the end of our investigation, we will advise you of the results within 3 business days. If we determine that there was no error, we will send you a written explanation and we may debit any provisional credit that we previously credited to you in relation to the alleged error. You may ask for copies of the documents that we used in our investigation.

Your Liability for Unauthorized or Disputed Transactions

You agree to safeguard the Card and PIN and to keep any record of the PIN separate from the Card. You should not disclose the PIN or otherwise make it available to any person you do not wish to be an authorized user of the Card. Please keep a separate record of your Card number. If you forget your PIN, you may have your PIN reset by calling Customer Service at 1-800-468-5661 and speaking to a customer service agent, and then you may recreate a PIN.

If you report and we verify that there has been an Improper Account Access to your Card balance, we will reimburse you for unauthorized transactions from your balance that occur within 60 days of the time that you knew or should have known about the Improper Account Access; provided such access did not involve the use of your PIN. If you do not report the Improper Account Access to us within 60 days of the time that you knew or should have known about it, we may still reimburse you for unauthorized transactions that took place within or before that 60-day period, but you will be liable for all unauthorized transactions resulting from the Improper Account Access that occur on day 61 and beyond.

Our Limitation of Liability

In no event will MetaBank, Visa U.S.A. Inc. or First Data Corporation (or any of our service providers, subsidiaries, affiliates, licensees, predecessors, successors, or assigns, or any of their agents, employees, directors and representatives, or any third party using or providing any product, service or benefit in connection with any Cards) be liable for (a) damages arising from or relating to the products and services herein beyond the sum of \$100 (in addition to remitting your balance, if any); or (b) consequential damages (including lost profits), extraordinary damages, or special or punitive damages. Neither we nor any of the foregoing will be liable:

- If, through no fault of ours, you do not have enough funds available on your Card to authorize the transaction in the amount sought by the merchant or otherwise to complete the transaction;
- If a merchant refuses to accept your Card;
- If an ATM where you are making a cash withdrawal does not have enough cash;
- 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 there is a hold on your funds or your funds are subject to a legal process or other encumbrance restricting their use;
- If we have reason to believe 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; or
- For any other exception stated in this Agreement.

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.

Other Terms

You may not transfer your rights or obligations under this Agreement. We may transfer our rights under this Agreement. Use of your Card is subject to all applicable rules and customs of Visa, Interlink and Plus Network and 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, the validity or enforceability of any other provision of this Agreement shall not be affected and shall remain in full force and effect. This Card is issued by Bank pursuant to a license from Visa U.S.A. Inc. This Agreement will be governed by the law of the State of South Dakota except to the extent governed by federal law.

Amendment, Cancellation and Suspension; Survival

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. Go to www.gotag.com for the most current version of this Agreement. You will be bound by the most current version of this Agreement unless you discontinue your use of the Card and cancel this Agreement as set forth below.

We may cancel or suspend your Card or this Agreement at any time. You may cancel this Agreement by calling Customer Service at 1-800-468-5661, following all instructions provided, and returning your Card to Customer Service at the address set forth below. If you request a balance refund check, we will immediately cancel your Card and upon receipt of your Card, if permitted by applicable law, we will mail a balance refund check to you for the amount of the funds remaining on your Card less the amount of applicable fees set forth in the Cardholder Fee Schedule. Your termination of this Agreement will not affect any of our rights or your obligations arising under this Agreement prior to termination. All provisions of this Agreement which by their nature should survive termination shall survive termination, including, without limitation, the Liability and Dispute Provisions.

Privacy; Confidentiality; Data Security

(i) Information We Collect: We may collect the following information ("Cardholder Information"):

(a) information you provide to us, such as when you register a Card or seek a replacement Card or a PIN or when you contact us with customer service issues, which may include your name, address, date of birth and other information that will allow us to identify you (and we may ask to see your driver's license or other identifying documents); and

(b) information about transactions made with the Card, such as date and amount of transaction, Card balance and Card activity.

(ii) Information We Disclose:

- (a) We may disclose Cardholder Information about current and former cardholders to nonaffiliated third parties as permitted by law, such as:**
- where necessary to perform services on our behalf related to this Agreement;
 - to verify the existence and condition of your Card for a third party, such as a merchant or credit bureau;
 - to comply with government agency, court order, or other applicable law or legal reporting requirements;
 - to our employees, auditors, service providers or attorneys, as needed, including to allow us to collect funds from you; and
 - to help protect against fraud.

(b) Except for cardholders with a mailing address in California or other states where prohibited by applicable law, we may also disclose Cardholder Information about current and former cardholders to First Data Corporation and its affiliates, and third parties such as merchants, retailers and financial institutions for their own uses, which may include use or disclosure to market or provide additional products and/or services that they believe may be of interest to you.

(iii) Opt-Out: NOTWITHSTANDING THE FOREGOING, YOU MAY USE THE CARD BUT OPT OUT OF HAVING YOUR CARDHOLDER INFORMATION DISCLOSED AS DESCRIBED IN (ii)(b) ABOVE AT ANY TIME BY CONTACTING CUSTOMER SERVICE, WITHOUT CHARGE, AT 1-800-468-5661.

(iv) Your Acknowledgement: By registering or using this Card you agree to our collection, sharing and disclosure of all Cardholder Information as set forth herein.

(v) Information Security: Subject to the exceptions set forth above, we restrict access to Cardholder Information to persons who need Cardholder Information to perform their job responsibilities. In addition, we maintain physical, electronic and procedural security measures that comply with federal regulations to safeguard Cardholder Information.

Telephone Monitoring/Recording

From time to time 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.

ARBITRATION PROVISION AND WAIVER OF TRIAL BY JURY

(a) YOU SHOULD READ THIS ARBITRATION PROVISION AND WAIVER OF TRIAL BY JURY ("ARBITRATION PROVISION") CAREFULLY. YOU AND WE HEREBY KNOWINGLY AND VOLUNTARILY WAIVE THE RIGHT TO LITIGATE ANY CLAIM IN COURT OR HAVE A JURY TRIAL ON ANY CLAIM, OR TO ENGAGE IN DISCOVERY EXCEPT AS PROVIDED FOR IN THE PROCEDURES OF THE NATIONAL ARBITRATION FORUM ("NAF"), JUDICIAL ARBITRATION AND MEDIATION SERVICES ("JAMS") OR AMERICAN ARBITRATION ASSOCIATION ("AAA"), AS APPLICABLE (THE "PROCEDURES"). EXCEPT AS OTHERWISE EXPRESSLY SET FORTH HEREIN FOR A SMALL CLAIM.

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.

(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 your Card or this Agreement, including, without limitation, (i) the validity, enforceability or scope of this Arbitration Provision or the Agreement; (ii) the amount of available funds on the Card; (iii) advertisements, or oral or written statements related to the Card, or goods or services purchased with the Card; (iv) the services related to the Card; and (v) your purchase, activation, or use of any Card. The term "Claim" is to be given the broadest possible meaning that will be enforced and includes claims of every kind and nature, including but not limited to initial claims, counterclaims, cross-claims and third-party claims. "Claim" does not include any challenge to the validity and effect of the Class Action Waiver; which must be decided by a court.

As used in this Arbitration Provision, the terms "we" and "us" shall mean the Bank and its 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, First Data Corporation, Visa U.S.A., Inc. and merchants who accept or sell the Card and third parties who market or provide services). The meaning of other previously defined terms remains unchanged.

(c) Upon election of either party, the Claim shall be resolved by binding arbitration pursuant to this Arbitration Provision and the procedures of the NAF, JAMS or the AAA, as selected by the party electing to use arbitration. NAF can be contacted at: National Arbitration Forum, P.O. Box 50191, Minneapolis, MN 55405, 1-800-474-2371, www.adrforum.com. JAMS can be contacted at: 1920 Main Street, Suite 300, Irvine, CA 92614; (888) 352-5267; www.jamsadr.com. AAA can be contacted at: American Arbitration Association, 1633 Broadway, 10th Floor, New York, New York 10019, 1-800-778-7879, www.adr.org. If a selection by us of one of these organizations is unacceptable to you, you shall have the right within thirty (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.

(d) Notwithstanding anything to the contrary in this Arbitration Provision, either party may file and pursue a Claim in a small claims court or the equivalent court of your state or municipality ("Small Claim"), but the Claim must proceed only on an individual basis and not in a representative capacity or class action. The Claim may proceed as a Small Claim only so long as that Claim is not transferred or appealed to a different court, in which case either party may elect arbitration.

(e) Class Action Waiver: No Claim submitted to arbitration is heard by a jury or may be brought as a class action or as a private attorney general. You do not have the right to act as a class representative or participate as a member of a class of claimants with respect to any Claim submitted to arbitration (Class Action Waiver). The parties to this Agreement acknowledge that the Class Ac-

tion Waiver is material and essential to the arbitration of any disputes between the parties and is non-severable from this agreement to arbitrate Claims. If the Class Action Waiver is limited, voided or found unenforceable, then the parties' agreement to arbitrate (except for this sentence) shall be null and void with respect to such proceeding, subject to the right to appeal the limitation or invalidation of the Class Action Waiver. Any Claim resolved by arbitration shall be arbitrated on an individual basis by a single arbitrator. The arbitrator's authority to resolve Claims is limited to Claims between you and us, and the arbitrator's authority to make awards is limited to you and us. 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 the time the claim is filed. At your written request, we will consider advancing and/or reimbursing any arbitration filing fee, or administrative and hearing fees that you are required to pay to pursue a Claim in arbitration. The arbitrator will decide who will ultimately be responsible for paying those fees. If you file a Claim against us, in no event will you be required to reimburse us for any arbitration filing, administrative, or hearing fees in an amount greater than what your court costs would have been if the Claim had been resolved in a state court with jurisdiction. Except as provided by substantive law, each party shall bear its own attorney's, expert's and witness fees, which shall not be considered costs of arbitration.

(g) 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 (the "FAA"). The arbitration shall be governed by the applicable Procedures, except that this Arbitration Provision shall control if it is inconsistent with the applicable Procedures. 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 written request of either party, shall provide a detailed written explanation of the basis for the decision. 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 as provided by the FAA.

(h) Continuation: This Arbitration Provision shall survive termination of your Card and this Agreement. 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, except as provided for in paragraph (e) above.

Customer Service Contact Information
 MetaBank
 C/O First Data Prepaid Services
 7000 Goodlett Farms Parkway
 Cordova, TN 38016
 800-468-5661 (fees may apply)
www.gotag.com
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Cardholder Fee Schedule

To the extent permitted by applicable laws, the following fees will apply to your Card:

• Card Issuance Fee	\$6.95
• Registration (PIN or Reload)	Free
• Telephone Inquiries (Operator Assisted)	\$2.50/call*
* may be waived if reporting a lost/stolen card, Improper Account Access or technical Issues	
• Telephone Inquiries (VRU)	Free
• Balance Inquiry/Transaction History (VRU or Internet)	Free
• Transaction history via US Mail	\$2.95
• ATM Transaction Withdrawal	\$1.50
• Balance Inquiry Decline	\$1.00
• POS Transactions (PIN)	\$0.25
• POS Transaction (signature)	Free
• Reload Fee at Retailer	Variable
\$2.00 plus any fee designated by retailer	
• Reload Fee at Western Union	\$3.95
• Reload Fee on Internet (if available)	\$1.00 plus the fee associated with the payment type selected as specified on the website
• Visa Bank Branch Withdrawal	\$5.00
• Balance Refund Check	\$7.95
• Replacement Card	\$9.95
• Expedited Shipping	\$13.00
• Account Research	\$10.00/hr

• **Monthly Maintenance Fee:** Subject to applicable law, if your Card has had no activity for six consecutive months, beginning the 7th month after the date of the last activity on the Card, a **monthly fee of \$2.00 will be assessed to your Card**. This fee will be assessed to your Card each month until activity resumes, provided there are funds remaining on your Card. **Subject to applicable law, if you register your Card to upgrade it to a Reloadable Card, the monthly fee will be deducted from your Reloadable Card each month as long as there are funds remaining on your Card, regardless of activity.**

The above fees do not include any fees that may be separately charged by an owner or operator of an ATM or POS terminal used in connection with the transaction, and/or any network, excluding any Visa branded network, used in connection with a value load transaction.