

Cardholder Agreement

IMPORTANT – PLEASE READ CAREFULLY

1. Terms and Conditions for the AccountNow® Gold Visa® Prepaid Card or AccountNow® Prepaid MasterCard®.

This document constitutes the agreement (“Agreement”) outlining the terms and conditions under which the AccountNow Gold Visa Prepaid Card (“AccountNow Gold”) or AccountNow Prepaid MasterCard Card 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 AccountNow Gold Visa Prepaid Card or AccountNow Prepaid MasterCard Card issued to you by MetaBank and serviced by AccountNow. “Card Account” means the account we maintain on your behalf to record transactions made using your Card. “Account Number” means the 11-digit number used to identify your Card Account. “Card Number” is the 16-digit number embossed on your Card. “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. “AccountNow” means AccountNow, Inc. 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. Please read this Agreement carefully and keep it for future reference.

2. Fees and Limitations

The following fees and usage limits apply to your Card Account. There are different usage limits for customers who are on direct deposit and those without direct deposit. “Customers on Direct Deposit” means cardholders with a recurring direct deposit set up from their payroll or benefits provider. PayPal deposits, loan advances, balance transfers, merchant deposits and tax refund transactions are not considered recurring direct deposits.

Transaction fees and usage limits may change without prior notice, except as required by law. For example, you may not receive prior notice of a change if the change is made for security purposes. Fees charged could result in a negative balance in your Card Account. If that occurs, funds subsequently deposited into your Card Account will be applied to the negative balance.

Description	Fee - AccountNow Gold Visa Prepaid Card
Monthly Fee (SVC CHG-MONTHLY) Initially charged at time of first value load on your Card, and charged on the same day of each subsequent month	\$9.95 per month
ATM Balance Inquiry (SVC CHG BALANCE INQ) Using an ATM to obtain Card Account balance	\$1.50 per transaction
U.S. ATM Withdrawal (SVC CHG ATM WITHDRAW) Using a U.S. ATM to withdraw money	\$2.50 per transaction Tip: To avoid ATM fees, select “Debit” and enter your PIN to get cash back when making purchases at many retailers, such as grocery stores.
ATM Withdrawal Decline (SVC CHG NSF ATM)	\$1.00 per transaction
Adding Money by Direct Deposit	\$0.00
Card to Card Transfer Transferring funds from one Card to another	\$0.00
Managing your Card account online, online statements	\$0.00
Paying your bills online with Bill Pay (non-expedited service)	\$0.00
Deposit, balance, and other account information sent to your cell phone with Mobile Text Alerts	\$0.00 (Carrier fees may apply)

Other Fees (for optional and less common services)

Description	Fee - AccountNow Gold Visa Prepaid Card
Bank Teller Cash Withdrawal (SVC CHG CASH ADV)	3% of transaction amount
Express Delivery Charge (DR ADJ EXPEDTD FEE; SVC CHG EXPED CARD)	\$25.00 per occurrence
ACH debit (SRVC CHG-ADD/REM FND) When funds are withdrawn from your Card Account using our bank routing number and your 11-digit Account Number	\$2.50 per transaction Tip: To avoid ACH debit fees you can use the online Bill Pay service we make available to you to make payments to payees instead of using our bank routing number and your Account Number for payment.
Bill Pay Expedited Service (BILL PAYMENT) To have your funds delivered one to four business days faster	\$9.95 per request

Bill Pay Stop Payment (BILL PAYMENT)	\$20.00 per request
Additional Card (SVC CHG REPLACE CARD)	\$10.00 per request
Paper Statement (STATEMENT FEE) Mailing Paper Statements or documents relating to your Card Account	\$1.00 per paper statement or document mailed; no charge for online access.
International ATM Withdrawal (SVC CHG ATM WITHDRAW)	\$4.95 per transaction
Foreign Currency Conversion (SVC CHG INTRNTL TRAN)	3% of transaction amount after conversion

Usage Limits

Transaction Type	Frequency and/or Dollar Limits (for typical transactions)	
	Standard Limits for Customers without Direct Deposit	Upgraded Limits for Customers on Direct Deposit
Cash Withdrawals (ATM)	\$300.00 per day	\$500.00 per day (requires one (1) or more direct deposits)
Cash Withdrawal (Over the Counter)	\$1,000.00 per day	\$1,000.00 per day
Card Purchases (Signature)	\$2,000.00 per day	\$3,000.00 per day (requires three (3) or more consecutive direct deposits)
Card Purchases (PIN)	\$2,000.00 per day	\$3,000.00 per day (requires three (3) or more consecutive direct deposits)
Direct Deposits & ACH Deposits (Amount)	\$10,000.00 per day	\$10,000.00 per day
Direct Deposits & ACH Deposits (Frequency)	8 per day	8 per day
Cash Deposits (Amount)*	\$1,500.00 per day; \$9,500.00 per month (past 30 days)*	\$1,500.00 per day; \$9,500.00 per month (past 30 days)*
Cash Deposits (Frequency)*	5 per day; 30 per month (past 30 days)*	5 per day; 30 per month (past 30 days)*
Cash/ Direct Deposit/ACH Deposits Combined (Amount)	\$10,000.00 per day	\$10,000.00 per day
Cash/ Direct Deposit/ACH Deposits Combined (Frequency)	8 per day	8 per day
Card-to-Card Transfers (Amount)	\$500.00 per day; \$3,000.00 per calendar month	\$500.00 per day; \$3,000.00 per calendar month
Card-to-Card Transfers (Frequency)	3 per day	3 per day
Maximum balance at any given time	\$10,000.00	\$10,000.00

* Third party money transfer services used to load funds to your Card Account may have their own daily, weekly or monthly limits on the frequency or amount of cash you can value load to your Card Account.

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ATM Fees: When you use an ATM, you may be charged a fee by the ATM operator or any network used to complete the transaction (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer).

International Transaction Fee: If you obtain your funds (or make a purchase) in a currency or country other than the currency or country in which your Card was issued, the amount deducted from your funds will be converted by Visa U.S.A. Inc. ("Visa") or MasterCard International Incorporated ("MasterCard"), depending on the card you have, into an amount in the currency of your Card. Visa or MasterCard (depending on the card you have) will establish a currency conversion rate for this convenience using a rate selected by Visa or MasterCard (depending on the card you have) from the range of rates available in wholesale currency markets for the applicable central processing date which may vary from the rate Visa or

MasterCard itself receives, or the government-mandated rate in effect for the applicable central processing date, in each instance, plus or minus any adjustment determined by the issuer. This percentage amount is independent of any amount taken by the issuer in accordance with the following section of this Agreement.

If you obtain your funds in a currency or country other than the currency or country in which your Card was issued, the issuer may increase the currency conversion rate (described in the immediately preceding section) up to an additional 3.00% and will retain this amount as compensation for its services. This charge is independent of the currency conversion rate established by Visa or MasterCard.

3. Using Your Card

The Card is a prepaid card. The Card allows you to access funds loaded or deposited to your Card Account by you or on your behalf. Your Card Account does not constitute a checking or savings account and is not connected in any way to any other account you may have. The Card is not a gift card, nor is it intended to be used for gifting purposes. The Card is not a credit card. You will not receive any interest on the funds in your Card Account. The funds in your Card Account will be FDIC insured provided we have been able to fully verify your identity. Your funds will never expire, regardless of the expiration date on the front of your Card. The USA PATRIOT ACT requires all financial institutions to obtain, verify, and record information that identifies each person who opens a Card Account. When you open a Card Account, we will ask for your name, address, date of birth, and other information that will identify you. Therefore, we may ask you to provide a drivers license or other identifying document.

Federal Payments: THE ONLY FEDERAL PAYMENTS THAT MAY BE DEPOSITED TO YOUR CARD ACCOUNT ARE FEDERAL PAYMENTS FOR THE BENEFIT OF THE PRIMARY CARDHOLDER.

Authorized Users: You may request an additional Card for another person. You may also permit another person to have access to your Card or Card Number. However, if you do, you are liable for all transactions made with the Card or Card Number by those persons. You must notify us to revoke permission for any person you previously authorized to use your Card. You are responsible for all transactions and fees incurred by you or any other person you have authorized. If you tell us to cancel another 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.

Personal Identification Number ("PIN"): We may, at our option, give you a PIN. If we give you a PIN, you may use your Card, (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 STAR®, NYCE® or Interlink brand (please check the supported brands at the back of the Card). All ATM transactions are treated as cash withdrawal transactions. You should not write or keep your PIN with your Card. If you believe that anyone has gained unauthorized access to your PIN, you should advise us immediately, following the procedures in the paragraph labeled "Your Liability for Unauthorized Transfers."

Loading Your Card: You may add funds to your Card Account, called "value loading", at any time. There is a limit on the number of times you may value load your Card per day (see the Fees and Limitations paragraph above). There is also a maximum value load you may place in your Card Account (see the Fees and Limitations paragraph above). You agree to present the Card and meet identification requirements to complete load transactions as may be required from time to time.

Card Account Access: You may use your Card to: (1) withdraw cash from your Card Account, (2) make deposits to your Card Account, (3) transfer funds between your Card Accounts, (4) purchase or lease goods or services wherever your Card is honored as long as you do not exceed the value available in your Card Account, and (5) pay bills directly from your Card Account in the amounts and on the days you request.

Your Card cannot be redeemed for cash. You may use your Card to access cash at an ATM. Deposits to your Card Account are not permitted at ATM terminals. You may not use your Card for any illegal transactions, at casinos, or for any gambling activity.

We will provide you our bank routing number and assign you an 11-digit Account Number. Our bank routing number and your 11-digit Account Number is available online at www.accountnow.com by logging in to your Card Account, and will be provided to you with your Card. The bank routing number and your assigned Account Number are for the purpose of initiating direct deposits to your Card Account and authorized ACH debit transactions only. The 16-digit Card Number embossed on your Card should not be used for these types of transactions or they will be rejected. You are not authorized to use the bank routing number and Account Number to make a debit transaction with a paper check, check-by-phone or other item processed as a check, or if you do not have sufficient funds in your account. These debits will be declined and your payment will not be processed. You will also be assessed an ACH Debit Fee each time funds are withdrawn from your Card Account using our bank routing number and your 11-digit Account Number (see the Fees and Limitations paragraph above).

Limitations on Frequency and Dollar Amounts of Transfers: For security reasons, we may limit the amount or number of transactions you can make with your Card on a daily or monthly basis, or in the aggregate, and we may limit the dollar amount of transfers to or from your Card Account. These limits are set forth in the Fees and Limitations paragraph above.

You are responsible for all transactions initiated by use of your Card except as otherwise set forth herein. If you do not have enough funds available in your Card Account 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 or Account 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. Each time you use your Card, you authorize us to reduce the funds available in your Card Account by the amount of the transaction. You are not allowed to exceed the available amount in your Card Account through an individual transaction or a series of transactions. Nevertheless, if a transaction exceeds the balance of the funds available in your Card Account, you shall remain fully liable to us for the amount of the transaction. We reserve the right to bill you for any negative balance. You agree to pay us promptly for the negative balance. We also reserve the right to cancel this Card and close your Card Account should you create one or more negative balances with your Card.

You do not have the right to stop payment on any purchase transaction originated by use of your Card, except as otherwise provided herein. 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 30 days. All transactions relating to car rentals may result in a hold for that amount of funds for up to 60 days.

4. Preauthorized Transfers

Preauthorized credits: If you have arranged to have direct deposits made to your Card Account at least once every 60 days from the same person or company, you can call us at 1-866-925-2036 to find out whether or not the deposit has been made.

Right to stop payment and procedure for doing so: If you have told us in advance to make regular payments out of your Card Account, you can stop any of these payments. Here's how: Call us at 1-866-925-2036 or write us at AccountNow Customer Service, P.O. Box 1966, San Ramon, CA 94583 in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call. There is a fee associated with each stop-payment order you give while using online bill payment services we make available to you through our third party service providers ("Bill Pay"), as provided in the Bill Pay service terms (also see the Fees and Limitations paragraph above).

Notice of varying amounts: If these regular payments may vary in amount, the person you are going to pay should tell you, 10 days before each payment, when it will be made and how much it will be. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set).

Liability for failure to stop payment of preauthorized transfer: If you order us to stop one of these payments 3 business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

5. Business Days

For purposes of these disclosures, our business days are Monday through Friday. Holidays are not included.

6. 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 Account for such refunds. The amounts credited to your Card Account for refunds may not be available for up to 5 days from the date the refund transaction occurs.

7. 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. You can get a receipt at the time you make any transfer from your Card Account using one of our ATM terminals.

8. Obtaining Card Account Information

You may obtain information about the amount of money you have remaining in your Card Account by calling 1-866-925-2036. This information, along with a 60-day history of account transactions, is also available on-line at www.accountnow.com by logging in to your Card Account. You also have the right to obtain a sixty 60-day written history of account transactions by calling 1-866-925-2036, or by writing us at AccountNow Customer Service, P.O. Box 1966, San Ramon, CA 94583. However, there is a fee for obtaining a written history (see the Fees and Limitations paragraph above).

9. Confidentiality

We may disclose information to third parties about your Card Account 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 Account for a third party, such as a merchant;
3. In order to comply with government agency or court orders, 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

If we do not complete a transaction to or from your Card Account on time or in the correct amount according to our Agreement with you, we will be liable for your losses and damages proximately caused by us. However, there are some exceptions. We will not be liable, for instance:

1. If, through no fault of ours, you do not have enough funds available in your Card Account to complete the transaction;
2. If a merchant refuses to accept your Card;
3. If an 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 or PIN lost or stolen;
6. If there is a hold 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; Unauthorized Transfers

If you believe your Card or PIN has been lost or stolen, call: 1-866-925-2036 or write: AccountNow Customer Service, P.O. Box 1966, San Ramon, CA 94583. You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your Card or PIN without your permission.

Your Liability for Unauthorized Visa or MasterCard Prepaid Card Transactions: Tell us, AT ONCE, if you believe your Visa or MasterCard Card has been lost or stolen or of any unauthorized transactions. Your liability for unauthorized transactions that take place on the Visa or MasterCard system is zero dollars (\$0). We may require you to provide a written statement regarding claims of unauthorized transactions. These provisions limiting your liability do not apply to ATM transactions or PIN transactions not processed by Visa or MasterCard, and may be withheld, delayed, limited, or rescinded based on factors such as gross negligence or fraud, delay in reporting unauthorized use, investigation and verification of claim and account standing and history. In addition to this paragraph, we may also be responsible to you for unauthorized transactions (see the "Your Liability for Unauthorized Transfers" paragraph below).

Your Liability for Unauthorized Transfers: Tell us AT ONCE if you believe your Card or PIN has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission. Telephoning toll-free at 1-866-925-2036 is the best way of keeping your possible losses down. You could lose all the money in your Card Account. If you tell us within 2 business days after you learn of the loss or theft of your Card or PIN, you can lose no more than \$50 if someone used your Card or PIN without your permission. If you do NOT tell us within 2 business days after you learn of the loss or theft of your Card or PIN, and we can prove we could have stopped someone from using your Card or PIN without your permission if you had told us, you could lose as much as \$500. Also, if your electronic history shows transfers that you did not make, including those made by your Card or other means, tell us at once. If you do not tell us within 60 days of the earlier of the date you electronically access your account, if the unauthorized transfer could be viewed in your electronic history, or the date we sent the FIRST written history on which the unauthorized transfer appeared, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods for a reasonable period.

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

13. Amendment and Cancellation

We may amend or change the terms of this Agreement at any time without prior notice to you except as required by applicable law. We may cancel or suspend your Card or this Agreement at any time without prior notice to you except as required by applicable law. You may cancel this Agreement by returning your Card(s) to us. Your termination of this Agreement will not affect any of our rights or your obligations arising under this Agreement prior to termination. Should your Card Account be closed, we will issue you a credit for any unpaid balances.

14. Information About Your Right to Dispute Errors

In case of errors or questions about your Card telephone us at 1-866-925-2036 or write us at AccountNow Customer Service, P.O. Box 1966, San Ramon, CA 94583 as soon as possible, if you think an error has occurred in your Card Account. We must hear from you no later than 60 days after the earlier of the date you electronically access your account, if the error could be viewed in your electronic history, or the date we sent the FIRST written history on which the error appeared. You may request a written history of your transactions at any time by contacting us at the number or address above. You will need to tell us the following: (1) your name, (2) your Card Number, (3) why you believe there is an error, (4) the dollar amount involved, and (5) approximately when the error took place. If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days. We will determine whether an error occurred within 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 45 days to investigate your complaint or question. If we decide to do this, we will provisionally credit your account within 10 business days for the amount you think is in error, so that you will have the money during the time it takes us to complete our investigation. Funds will remain contingent on whether we determine if an error occurred. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account. If you do not have federal payments deposited to your Card Account, we may not credit your account. For errors involving new accounts, POS, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error. We will tell you the results within 3 business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents we used in our investigation. If you have any further questions regarding our error resolution procedures, please contact us by calling 1-866-925-2036.

15. 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.

16. 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.

17. Arbitration

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

Definitions: As used in this Arbitration Provision, the term "Claim" means any claim, dispute or controversy between you and us arising from or relating to the Card or this Agreement 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 Cards of any additional cardholders designated by you; (ii) the amount of available funds in the Card Accounts; (iii) advertisements, promotions or oral or written statements related to the Cards, goods or services purchased with the Cards; and (iv) the benefits and services related to the Cards. 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 the Bank, 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 all persons or entities approved by us to have and/or use a Card, including but not limited to all persons or entities contractually obligated under any of the Agreements and all additional cardholders.

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 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) JAMS at 1920 Main Street, Suite 300, Los Angeles, CA 92614; website at www.jamsadr.com; (ii) AAA at 335 Madison Avenue, New York, NY 10017; website at www.adr.org.

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 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.

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.

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.

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 statutes of limitations and shall honor claims of privilege recognized at law and, at the timely request of either party, shall provide a brief written explanation of the basis for the decision. 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 requesting party, within 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 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 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 120 days of the date of the appellant's written notice. The decision of the panel shall be by majority vote and shall be final and binding.

Continuation: This Arbitration Provision shall survive termination of your Card as well as voluntary payment of any debt in full 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.

This Card is issued by MetaBank, Member FDIC.
5501 S. Broadband Lane
Sioux Falls, SD 57108
1-866-925-2036
www.accountnow.com
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