

**LOYALTY, AWARD, OR PROMOTIONAL CARD  
GIFTOGRAM Visa® Rewards Card Cardholder Agreement**

**CUSTOMER SERVICE CONTACT INFORMATION:**

**Address:** 1221 W. 103rd Street #256, Kansas City, Missouri 64114  
**Website:** www.getmybalance.com  
**Phone Number:** 1.866.304.1959

**IMPORTANT NOTICES:**

- (1) This Card has been issued for loyalty/award/promotional purposes pursuant to a conditional offer and is not a gift card.
- (2) Any funds remaining after expiration of this Card will not belong to you or be available to you for additional use. You are do not have rights to the funds beyond the authorized use provided for in this Agreement.
- (3) Always know the exact dollar amount available on the Card. Merchants may not have access to determine the Card balance.
- (4) If you do not agree to these terms, do not use the Card and cancel the Card by calling Customer Service. Any refunds or exchanges are subject to the policy of the Corporate Sponsor.

**Fees and Expiration**

This Card will expire on the "Valid Thru" date identified on the front of the card. The funds on the Card will not be available to you after expiration, so you should use the funds prior to the expiration date on the Card.

This Cardholder Agreement ("Agreement") sets forth the terms and conditions under which a GIFTOGRAM Visa Rewards Card ("Card") has been issued for your use by Pathward®, National Association. By accepting and using this Card, signing the back of the Card, activating the Card, or authorizing any person to use the Card, you agree to be bound by the terms and conditions contained in this Agreement. In this Agreement "You" and "your" means the person who has received and is authorized to use the Card. "We," "us," and "our" mean collectively, Pathward, National Association, a federally chartered bank, member FDIC, and its divisions or assignees, and also includes, unless otherwise indicated, our Program Manager. "Program Manager" refers to EML Payments USA, LLC, who performs certain services related to the Card on Pathward, National Association's behalf. "Corporate Sponsor" means the company who has directly or indirectly established this Card for the purpose of disbursing funds to you. You should sign the back of the Card immediately upon receipt. The Card may be canceled or revoked at any time without prior notice, subject to applicable law. Please read this Agreement carefully and keep it for future reference.

**1. ABOUT THE CARD**

The Card is a prepaid Card loaded by the Corporate Sponsor, redeemable to buy goods and services anywhere Visa debit cards are accepted. The Card is NOT a credit Card. The Card is not a checking account or connected in any way to any account other than a stored value account where your funds are held. You may register the Card by logging into www.getmybalance.com. Pathward, N.A. will act as custodian of your funds upon its receipt of your funds. Once your Card is activated, you will be able to provide Pathward, as custodian, with instructions about the funds accessible through the Card. Activation of the Card authorizes us to hold your funds at Pathward or as custodian to place your funds at one or more participating banks (each a "Program Bank"). If you do not agree to your funds being held by us at Pathward or placed by Pathward as custodian at other Program Banks, please immediately spend *all* the funds on your Card [or contact Customer Service above to cancel the Card and request your funds in the form of a paper check at no charge]. Card funds are not FDIC insured.

**2. USING THE CARD**

**a. Accessing Funds and Limitations**

The Corporate Sponsor is fully responsible for ensuring funds are available to be loaded to the Card. Each time you use the Card, you authorize us to reduce the value available on the Card by the amount of the transaction. The Card cannot be: (1) redeemed for its cash value; (2) used for illegal transactions; (3) used to make foreign transactions; (4) used for purchases where recurring payments may occur, such as subscriptions, memberships,

rentals, etc.; or (5) used to obtain cash at an automated teller machine ("ATM"). For security reasons, we may limit the amount or number of transactions you can make on the Card. We may refuse to process any transaction that we believe may violate the terms of this Agreement. YOU ARE NOT ALLOWED TO EXCEED THE BALANCE OF THE FUNDS AVAILABLE ON THE CARD. If you attempt to use the Card when there are insufficient funds associated with it, the transaction will generally be declined. Nevertheless, if a transaction that exceeds the balance of the funds available on the Card occurs due to a systems malfunction or otherwise, you will remain fully liable to us for the amount of the transaction. If you do not have enough funds available on the Card, you may be able to instruct the merchant perform a "split transaction" to charge part of the purchase to the Card and pay the remaining amount with another form of payment. This Card is valid in the U.S. only. It cannot be used at merchants outside of the United States, including internet and mail/telephone order merchants outside of the United States.

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

You are able to set a Personalized Identification Number ("PIN") To set your PIN, visit www.getmybalance.com to register your Card. CARDS ARE NOT ACCEPTED AT ATMS AND CANNOT BE USED TO OBTAIN CASH IN ANY PURCHASE TRANSACTION. You should not write or keep your PIN with the Card. Never share your PIN with anyone and do not enter your PIN into any terminal that appears to be modified or suspicious.

**c. Obtaining Card Balance Information**

You may obtain information about the amount of money you have remaining on the Card at no charge by contacting Customer Service. A history of Card transactions may also available by contacting Customer Service or visiting our Website.

**d. Authorization Holds**

You do not have the right to stop payment on any purchase transaction originated by use of the Card. With certain types of purchases (such as those made at restaurants, hotels, or similar purchases), the Card may be "preauthorized" for an amount greater than the transaction amount to cover gratuity or incidental expenses. Any preauthorization amount will place a "hold" on your available funds until the merchant sends us the final payment amount of your purchase. Once the final payment amount is received, the preauthorization amount on hold will be removed. During this time, you will not have access to preauthorized amounts. If you authorize a transaction and then fail to make a purchase of that item as planned, the approval may result in a hold for that amount of funds.

**e. Returns and Refunds**

If you are entitled to a refund for any reason for goods or services obtained with the Card, the return and refund will be handled by the merchant. If the merchant credits the Card, the credit may not be immediately available. While merchant refunds post as soon as they are received, please note that we have no control over when a merchant sends a credit transaction and the refund may not be available for a number of days after the date the refund transaction occurs.

**f. Receipts**

You may wish to retain receipts as a record of transactions. You may need a receipt in order to verify a transaction with us or the merchant.

**3. REPLACEMENT CARD**

If you need to replace the Card for any reason, please contact Customer Service. See the table above for applicable fees. Please note that there is an expiration date on the front of the Card. You cannot use the Card or have access to the funds after the expiration date, and whether you may obtain a replacement Card is subject to the policy of the Corporate Sponsor.

**4. COMMUNICATIONS**

You agree that we may monitor and record any calls or other communications between us and you. You also agree that we or our service providers may contact you by using an automated dialing or email system, by text, or artificial or recorded voice. You agree to pay any service charges assessed by your plan provider for communications we send or make to you or that you send or make to us.

**5. UNAUTHORIZED TRANSACTIONS**

If you believe the Card has been lost or stolen or an unauthorized transaction has been made using the information from the Card without your permission, contact Customer Service IMMEDIATELY. We will ask for the Card number and other identifying details. **We may not be able to assist you if you do not have the Card number.** We may not be able to assist you if you do not contact us within 60 days of the unauthorized transaction. We will charge a fee as noted in the fee table above (subject to applicable law) for any lost/stolen Card, which will be deducted from the balance on the Card. A reissued Card may take up to 30 days to process.

**6. NO WARRANTIES AND LIMITATION OF LIABILITY**

We are not responsible for the quality, safety, legality, or any other aspect of any goods or services purchased with a Card. Further, we will not be liable: (1) If, through no fault of ours, you do not have enough funds available on the Card to complete the transaction; (2) If a merchant refuses to accept the Card; (3) If an electronic terminal where you are making a transaction does not operate properly; (4) If access to the Card has been blocked after you reported the Card lost or stolen; (5) If circumstances beyond our control (such as fire, flood or computer or communication failure) prevent the completion of the transaction; (6) If there is a hold or your funds are subject to legal process or the encumbrance restricting their use; (7) If we have reason to believe the transaction is unauthorized; or (8) For any other exception stated in our Agreement with you.

**7. LEGAL NOTICES**

**a. English Language Controls**

Translations of this Agreement that may have been provided are for your convenience only and may not accurately reflect the original English meaning. The meanings of terms, conditions, and representations herein are subject to definitions and interpretations in the English language.

**b. Other Terms**

If you allow another person to use the Card, you will be responsible under this Agreement for all transactions made by that person. You may not assign or transfer the Card or your obligations under this Agreement. We may, however, transfer or assign our rights under this Agreement, including any balances in the Card. We do not waive our rights by delaying or failing to exercise them at any time (for example, assessing a fee less than described, or not all, for any reason does not waive our right to begin charging the fee as set forth in this Agreement without notice). If any provision of this Agreement is determined to be invalid or unenforceable under any rule, law, or regulation of any governmental agency, local, state, or federal, the validity or enforceability of any other provision of this Agreement will not be affected. This Agreement will be governed by the law of the state of South Dakota (without regard to the laws regarding conflicts of laws) except to the extent governed by federal law. With the exception of disputes subject to the Arbitration Clause below, any disputes relating to this Agreement shall be subject to the exclusive jurisdiction and venue of the federal and state courts located in the state of South Dakota. You acknowledge and agree that we shall have a right of setoff to apply the funds in your Card Account to any debt that you owe to us. You further grant us a security interest in all of your funds in our possession as collateral for any sums that you owe us under this Agreement.

**8. PRIVACY**

We may provide information to our employees, auditors, affiliates, service providers, or attorneys as needed, or to any third party if you give us your written permission. We may also collect: (1) Information about purchases made with the Card, such as date of purchase, amount and place of purchase; (2) Information you provide to us when you register a Card, or for replacement Cards, or when you contact us with customer service issues, such as name, address, phone number.

We may also disclose information about the Card or the transactions you make to third parties in order to: (1) complete transactions; (2) verify the existence and condition of the Card for a third party, such as merchant; (3) provide customer services; (4) process claims for lost or stolen Cards; (5) help protect against fraud and to conduct research and analysis; or (5) comply with government agency or court orders, or other legal reporting

requirements.

**9. JURY TRIAL WAIVER AND ARBITRATION**

Because you have a limited right to use of these funds, any dispute regarding loss of funds should be handled with the Corporate Sponsor. However, to the extent you pursue action or claim against us, you agree to the following clauses.

a. **Jury Trial Waiver:** To the extent permitted by law, you and we knowingly and voluntarily waive any right to trial by jury in the event of litigation arising out of or related to this agreement. This Jury Trial Waiver does not modify in any fashion the Arbitration Clause set forth in the following section, which contains its own jury trial waiver.

b. **Arbitration Clause:** You can opt out of this Arbitration Clause within 60 calendar days from the earlier of purchasing, activating, or using the Card. You must send the opt out notice in writing to Pathward, N.A., Attn: Customer Service, 5501 S Broadband Ln, Sioux Falls, SD 57108 (“Notice Address”). This Arbitration Clause governs any dispute arising under this Agreement, aside from the validity and coverage of this Arbitration Clause. Arbitrations will be conducted under the rules of the arbitration administrator, as chosen by us. Arbitration may be brought by you or us, and we will not demand arbitration if you bring an individual action in small claims court. In addition to the Jury Trial Waiver above, you also waive your rights to be a class member or bring suit in a class action or class arbitration. In order to commence an arbitration, the party bringing the dispute must send the notice and complaint in writing. You must send your notice to the Notice Address. After receiving notice, the other party has 30 days to attempt to resolve the issue before a suit or arbitration commences. We will pay all costs associated with administering an arbitration brought by you in good faith, if you cannot get a waiver and ask us to pay. Further, we will pay legal fees and costs if you win or as required by law or the arbitrator. This Arbitration Clause will stay in force if your Card is closed or we assign our rights under this Agreement. This Arbitration Clause and any rights to appeal or requests for information will be governed by the Federal Arbitration Act and the rules of the arbitrator.

Prepaid card is issued by Pathward, National Association, Member FDIC, pursuant to a license from Visa U.S.A. Inc.

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