

## NBO Prepaid Card on the Discover® Network Cardholder Terms and Conditions

This is your Prepaid Card Agreement (the “Agreement”). By accepting this Card, you and/or the Card recipient agree to be bound by these terms and conditions in this Agreement. In this Agreement, “Card” means the accompanying Prepaid Card issued by MetaBank. (“the Issuer”). “You” and “Your” means the purchaser or the recipient of one or more Cards. “We”, “Us”, and “Our”, means the Issuer, our successors, affiliates, or assignees. The Card will remain the property of the Issuer and must be surrendered upon demand. The Card is nontransferable, and 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, and/or provide this Agreement to the Card recipient along with the Card. The Issuer is not responsible in any way for failure of the Card purchaser to provide the Card recipient with this Agreement.**

**Card Value:** Card Value is the dollar amount loaded on the Card at the time of purchase. Card Value after purchase is the dollar amount initially loaded on the Card, less the amount of any/all purchase authorizations or settlements, less any/all other fees incurred pursuant to this Agreement (“Card Value”). The Card Value is not a deposit and we do not hold Card Value on your behalf. After you purchase the Card, you do not own the Card Value. You have paid money for Card Value in order for us to provide you with a service. The service that we provide through this Card allows you, or the person to whom you transfer this Card, to acquire goods and services by using this Card. Upon use of this Card, we will pay the merchant for such goods or services up to the Card Value balance on the Card at the time of use. From the moment you purchase a Card, we are incurring expenses and obligations to render services to you.

**Unused Cards or “Breakage”:** Some holders/recipients of Cards do not use the full Card Value of the Cards. This unused amount is called “breakage”. If you do not use the full Card Value prior to the “Valid Thru” date indicated on the face of the Card, you agree that, we reserve the right to keep the breakage as additional compensation for our services in issuing and processing your Card and the Cards of other customers. The upfront fee that you may have paid upon purchase of your Card provides only a portion of the revenue that we need to successfully provide this Card service and sustain our business. We rely on the revenue from breakage, upfront fees and other sources and you agree that we may retain the breakage, upfront fees and other revenues, if any, on your Card, as compensation to us for providing our Card services to you and other customers.

**Confirmation of Card Value:** You may confirm the Card Value remaining on your Card online at [www.MyPrepaidCard.info](http://www.MyPrepaidCard.info), or by calling 1-877-368-7530 (reference “Card Fees” below for a list of applicable fees).

**Using Your Card:** The user of the Card should immediately sign the back of the Card. You may use the Card ONLY at participating merchants displaying the Discover® Network logo. For more information, including a list of participating merchants and/or merchant restrictions, visit the website at [www.MyPrepaidCard.info](http://www.MyPrepaidCard.info). You may use the Card to purchase merchandise or services using the Internet, however you must first register the Card (reference Registering Your Card below). This Card is not a credit card and does not have a line of credit. The Card is not connected in any way to any other account and is not FDIC insured. You may not redeem the Card for cash and you may not use the Card to obtain cash, except as required by applicable law. You are responsible for all authorized 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. If you use your Card number without presenting your Card (such as for a mail order or telephone or Internet purchase), the legal effect will be the same as if you used the Card itself. For security reasons, we may limit the dollar amount or number of transactions you can make on your Card. Each time you use your Card, you authorize us to reduce the Card Value on the Card by the amount of the purchase. You are not allowed to exceed the Card Value on your Card, through an individual transaction, or a series of transactions. Nevertheless, if a transaction exceeds the Card Value on your Card, you remain fully liable to us for the amount of the transaction and any applicable fees or charges. You do not have the right to stop payment on any purchase or payment transaction originated by use of your Card. You may not make preauthorized regular payments from 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 of Card Value for that authorization amount for up to ten (10) days.

**Card Fees:** All Card Fees are immediately deducted from your Card Value.

<b>Internet Balance Inquiry Fee:</b>	<b>Free</b>
<b>Telephone Balance Inquiry Fee:</b>	<b>\$0.49 per call</b>
<b>Internet Transaction History Fee:</b>	<b>Free</b>
<b>Telephone Transaction History Fee:</b>	<b>\$0.49 per call</b>
<b>Telephone Live Customer Service Fee:</b>	<b>\$0.95 per call</b>
<b>Maintenance Fee:</b>	<b>\$2.50 per month (reference “Maintenance Fees”)</b>
<b>Lost/Stolen/Expired Reissue Card Fee:</b>	<b>\$5.00 per card</b>
<b>Hardcopy Paper Statement Fee:</b>	<b>\$5.00 per statement</b>

**Limitations on Transactions:** You must have sufficient Card Value to pay for all of your intended Card transactions. If your purchase exceeds your Card Value, the difference may be paid for with cash, credit card, or a personal check, if the merchant is willing and able to process a split payment. You must know the exact amount of your Card Value and request that the accepting

merchant process the Card for the exact Card Value amount before the transaction is attempted. If the merchant attempts to process the Card for more than your Card Value, the transaction will be declined. It is customary for service related merchants, including restaurants, to factor in an additional 25% to cover any tip/gratuuity you may leave on the Card. If your total bill, after adding in the additional 25%, exceeds the amount on the Card, it will be declined. You should ensure that your Card has an available Card Value that is 25% greater than your total bill. You may not use the Card at gasoline pay at the pump terminals, ATMs, or for online gambling activity. You may not use your Card for any illegal transaction.

**Card Value Availability:** Your Card Value may be used to pay for merchandise or services through the “Valid Thru” date indicated on the face of the Card, subject to any fees imposed according to this Agreement. The Card will cease to function for purchase transactions on the first day of the month following the “Valid Thru” date indicated on the face of the Card. After the “Valid Thru” date is reached as imprinted on the face of the Card, you may be able to obtain a new Card with a new “Valid Thru” date loaded with your remaining net Card Value (reference “Renewing Expired Cards” below). You may be required to return your non-functioning Card before a new Card will be re-issued. After 30 days from the “Valid Thru” date imprinted on the face of the Card, we reserve the right to remove and retain all remaining Card Value, unless prohibited by applicable law. If a merchant attempts to process the Card after the “Valid Thru” date imprinted on the face of the Card, the transaction will be declined. We reserve the right to deactivate your Card any time after you have used all of your Card Value. If you attempt to return merchandise after the Card “Valid Thru” date, or if the Card has been deactivated, we will not restore any Card Value to the Card and you are subject to the policy of the merchant who accepted the Card for payment of the merchandise or services.

**Maintenance Fees:** No sooner than 365 days from the date of purchase, we reserve the right to charge a monthly maintenance fee, which is associated with keeping your Card active. The maintenance fee, unless prohibited by applicable law, will be applied every month through the “Valid Thru” date imprinted on the face of the Card, and will not exceed \$2.50 per month. All maintenance fees are deducted from your Card Value.

**Registering Your Card:** You may register your Card on the Internet at [www.MyPrepaidCard.info](http://www.MyPrepaidCard.info) or by calling 1-866-648-7961. Registering your Card is free. Your Card may be replaced if lost, stolen, or expired, ONLY if you have previously registered the Card. However, if anyone uses the Card prior to your notifying us that your card has been stolen or lost, we cannot restore the Card Value that was used prior to your notification to us. We will restore only the unused Card Value to a new Card.

**Zero Balance and Negative Balance Cards:** We reserve the right to deactivate your Card any time after you have used all of your Card Value. If your Card retains a zero dollar (\$0.00) or negative dollar (less than \$0.00) Card Value for thirty (30) consecutive days, we will deactivate your Card.

**Renewing Expired Cards:** Your Card will expire, however, your Card Value might not, as required by your local state law. Your Card will cease to function for purchase transactions on the first day of the month following the “Valid Thru” date indicated on the face of the Card. If you previously registered your Card as stated above, and provided a valid email address as requested, and have a Card Value greater than the reissue fee, approximately thirty (30) days prior to the “Valid Thru” date imprinted on the face of the Card, we will notify you via email that your Card has a positive Card Value remaining. Registered Cardholders may request that their Card Value be re-issued on a new Card with a new expiration date and with their remaining Card Value less a reissue fee (reference “Card Fees”). All re-issued Cards will be shipped to the registered Cardholder address within ten (10) business days after we receive the re-issue request from the registered Cardholder. For non-registered Cards and registered Cards that are not re-issued, upon expiration of the Card, we reserve the right to remove any remaining Card Value from the Card and retain the value as compensation for our services as we explained above (reference Unused Cards or “Breakage” above).

**Failure to Complete Transactions:** We typically activate the Card upon purchase, but if system problems occur, we might not be able to activate the Card for up to two business days after the date of purchase. We will not be liable, for instance:

1. If, through no fault of ours, you do not have enough Card Value to make your proposed transaction;
2. If the transaction would exceed your Card Value;
3. If circumstances beyond our control (such as fire or flood) prevent the transaction, despite reasonable precautions that we might have taken;
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 we have reason to believe the requested transaction is unauthorized; and/or
7. Any other exceptions stated in this Agreement or provided by law.

IN NO EVENT WILL WE, OR OUR PROCESSORS BE LIABLE FOR LOST PROFITS OR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES RELATED TO THE USE OF THE CARD OR THIS AGREEMENT (WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE). OUR LIABILITY AND THAT OF OUR PROCESSORS TO YOU OR ANY THIRD PARTY IS ABSOLUTELY LIMITED TO THE AMOUNT OF YOUR NET CARD VALUE.

**Merchant Handling:** We are not liable to you for any merchant's failure to honor the Card. You agree to attempt to settle all disputes about purchases you made using the Card with the merchant to whom you presented the Card. If you are entitled to a refund for goods or services obtained with a Card, you agree to accept credits to your Card in place of cash. If a refund is made, the Card Value on the Card can never exceed the Card's original Card Value. If you receive a credit, the credit may not be added to your Card Value for up to seven (7) business days. Return and refund policies are dependent on the merchant from whom you made the purchase. You should obtain a receipt at the time you make a transaction using your Card. You agree to retain your receipt to verify your Card transactions. In case of errors or questions about your Card electronic transactions, call 1-888-489-0464 or write to Cardholder Services, NBO Systems, Inc., 3676 W. California Avenue, Building D, Salt Lake City, Utah 84104 if you think your statement or receipt is wrong, or if you need more information about a transaction listed on the statement or receipt. You must contact us no later than sixty (60) days from when the problem or error appeared. When corresponding in writing please include:

1. Your name, address and Card number (if any);
2. Describe the error or the transaction you are unsure about, and explain why you believe it is an error or why you need more information;
3. Provide the dollar amount of the suspected error;
4. Include copies of all receipts, statements, transactions, or any other pertinent information.

If you provide this information orally, we may require that you send your complaint or question in writing within ten (10) business days of the oral representation. If we ask you to put your complaint or question in writing and you do not provide it as requested within ten (10) business days, we may not take further action. We will determine whether an error occurred within ten (10) business days after we hear from you orally, or in writing, 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. 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 communicate the results to you within three (3) business days after completing the investigation. If we decide that there was no error, we will send you a written explanation.

**Amendment, Cancellation:** We may, at any time, change or repeal these terms and conditions. We may cancel or suspend 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 may implement such change without prior notice. Due to unforeseeable future events, we may cancel your right to use the Card at any time and have you return the Card to us. The Card and the net Card Value may be redeemable if presented with the original purchase receipt and if the Card is unused. The Card and the net Card Value may also be redeemable in cases where unforeseeable future events make your Card unavailable for use, or as required by applicable law. In cases where unforeseeable future events make your Card unavailable for use, return the Card to the business or location, where the Card was originally purchased, for a refund.

**Loss, Theft, or Unauthorized Use:** We are not responsible for lost or stolen Cards. We are happy to answer your questions about transactions if you registered your Card at [www.MyPrepaidCard.info](http://www.MyPrepaidCard.info) as stated above. We cannot verify purchase or transaction information without the verification provided by the Card registration process. If you believe your Card has been lost or stolen, or that someone may use your Card without your permission, immediately call 1-888-489-0464. Contacting us by telephone is the best way to minimize your possible losses. If you fail to notify us promptly or you are negligent or fraudulent in the handling of your Card, you could lose all of the Card Value. If you become aware of Card transactions that you did not make, tell us at once. If your Card has been lost or stolen, and you notify us, we will deactivate your Card to minimize losses. You will be asked to identify yourself based upon the information provided during the Card registration process. If there is sufficient net Card Value and we have confirmed your registration information, the Card may be reissued for the remaining net Card Value at the time the Card is reported lost or stolen, less the reissue fee.

**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 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.

**Other Terms:** Your rights and your obligations under this Agreement follow the possession of the Card. 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 encourage you to register your Card at [www.MyPrepaidCard.info](http://www.MyPrepaidCard.info) for additional protection for lost, stolen, or soon to be expired Cards. 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 Maryland except to the extent governed by federal law. Any change made in the manner

provided by applicable law prior to the effective date of the change for security purposes, will be implemented without notice. We may cancel or suspend your Card or this Agreement at any time and pay you for any unused Card Value remaining on the Card. You may cancel this Agreement by returning the Card to us. Your termination of this Agreement will not affect any of our rights or your obligations arising under this Agreement prior to termination.

You may obtain transaction history in electronic format free of charge at [www.MyPrepaidCard.info](http://www.MyPrepaidCard.info) during each month in which a transaction occurs. You may request to have a paper statement transaction summary mailed to you, less the applicable fee, by calling 1-888-489-0464.