

Cardholder Agreement**IMPORTANT – PLEASE READ CAREFULLY. THIS AGREEMENT CONTAINS AN ARBITRATION PROVISION REQUIRING ALL CLAIMS TO BE RESOLVED BY WAY OF BINDING ARBITRATION.**

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

1. ABOUT YOUR CARD

Your Card is a prepaid card, which allows you to access funds loaded to your Card account. You should treat your Card with the same care as you would treat cash. 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. All funds loaded to your Card account are held in a custodial account with us on your behalf, and are insured by the Federal Deposit Insurance Corporation ("FDIC"), subject to applicable limitations and restrictions of such insurance.

2. FEES

The following fees apply to your Card account, depending on which Card fee plan you have obtained. You may change the Card fee plan you selected when you first obtained your Card at any time. If you wish to change to the Select or Control fee plan, call 1-866-295-2460.

READYDEBIT VISA PREPAID CARD CARD FEES		
	Select	Control
Initial and Monthly Fees		
Account Set-Up Fee (SVC CHG FIRST LOAD) One-time charge, applied at first value load of Card.	\$0.00	\$4.95
Monthly Fee (SVC CHG FIRST LOAD; SVC CHG-MONTHLY) Your initial Monthly Fee is charged at the time of the first value load on your Card, and subsequent Monthly Fees are charged on the same day of each subsequent month.	\$9.95 per month	\$0.00
Get Cash		
U.S. ATM Withdrawal (SVC CHG ATM WITHDRAW) A per-transaction fee for using a U.S. ATM to withdraw money. 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.	\$2.50 per transaction*	\$2.50 per transaction*
ATM Decline (SVC CHG NSF ATM) A per-transaction fee for using an ATM to withdraw money from your Card account and having the transaction declined.	\$1.00 per transaction*	\$1.00 per transaction*
Card to Card Transfer (CRD-CRD XFR-DR) Transferring funds from one Card to another.	\$0.00	\$0.00
Spend Money		
Signature Transaction (SVC CHG NO PIN TRN) Card purchases when using your signature (Visa Purchase).	\$0.00	\$1.00 per transaction
PIN Transaction (SVC CHG PIN TRN) Card purchases when using your PIN (Debit Purchase).	\$0.00	\$1.00 per transaction
Paying your bills online or by telephone using the Bill Pay service we make available to you (non-expedited service).	\$0.00	\$0.00

Add Money		
Adding money by Direct Deposit (ACH-DIR ADD FUNDS)	\$0.00	\$0.00
Adding money using third party money transfer services (ADD FUNDS)	\$0.00*	\$0.00*
Managing Your Account		
ATM Balance Inquiry (SVC CHG BALANCE INQ) A per-transaction fee for using an ATM to obtain your Card account balance.	\$1.50 per transaction*	\$1.50 per transaction*
Account Inactivity Fee (SVC CHARGE MONTHLY) A fee charged each month after you have not had any purchases, withdrawals or balance inquiry fees on your card account for 90 days.	\$0.00	\$4.95 per each month after you have not completed a transaction using your card account for 90 days
Having load, balance, and other account information sent to your cell phone with Mobile Text Alerts.	\$0.00**	\$0.00**
Managing your Card account online and viewing online statements.	\$0.00	\$0.00
Less Common Services (applicable to all Fee Plans)		
Bank Teller Cash Withdrawal (SVC CHG CASH ADV) A per-transaction fee for using a bank teller to withdraw cash from your Card account	3% of transaction amount	
Express Delivery Charge (DR ADJ EXPEDITD FEE; SVC CHG EXPED CARD) An amount charged each time you request that a Card be delivered to you on an expedited basis (within 3 business days).	\$25.00 per occurrence	
ACH Debit (SRVC CHG-ADD/REM FND) A per-transaction fee charged each time funds are withdrawn from your Card account using our bank routing number and your account number. Tip: To avoid ACH debit fees you can use the online Bill Pay service we make available to you through our third party service providers ("Bill Pay") to make payments to payees instead of using our bank routing number and your Account Number for payment.	\$2.50 per transaction	
Bill Pay Expedited Service (BILL PAYMENT) A fee charged each time you request to have your funds delivered one to four business days faster when using the Bill Pay service we make available to you.	\$9.95 per request	
Paper Statement (STATEMENT FEE) A fee charged for each paper monthly statement mailed to you upon your request. Tip: There is no charge for online access to your Card account transaction history.	\$1.00 per paper statement or document mailed	
International ATM Withdrawal (SVC CHG ATM WITHDRAW) A per-transaction fee for using a non-U.S. ATM to withdraw money. 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.	\$4.95 per transaction*	
Foreign Transaction Fee (SVC CHG INTRNTL TRAN)	3.00% of transaction amount after conversion	
*Third party fees may apply. **Standard Text Message rates may apply. Questions? Please call 1-866-295-2460 or visit www.readydebit.com .		

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).

Foreign 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 ("Foreign Transaction"), the transaction will be converted to U.S. Dollars in accordance with the Currency Conversion process below, and you will be charged a fee equal to 3.00% of the amount converted on the total amount of the transaction in U.S. Dollars. If the Foreign Transaction results in a credit due to a return, we will not refund any Foreign Transaction Fee that may have been charged on your original purchase.

Currency Conversion: If you make a Foreign Transaction, the amount deducted from your funds will be converted by the network or card association that processes the transaction into an amount in the currency of your Card. Visa U.S.A. Inc. currently use a conversion rate that is either: (i) selected from the range of rates available in wholesale currency markets (which may vary from the rate the association itself receives), or (ii) the government-mandated rate in effect for the applicable central processing date. The conversion rate selected by the network is independent of the Foreign Transaction Fee that we charge as compensation for our services.

3. GETTING STARTED

Important information for opening a card: To help the federal government fight the funding of terrorism and money laundering activities, the USA PATRIOT Act requires all financial institutions and their third parties to obtain, verify, and record information that identifies each person who opens a Card.

What this means for you: When you open a Card, we will ask for your name, street address, date of birth, and other information that will allow us to identify you. We may also ask to see a copy of your driver's license or other documents at any time. We may limit your ability to use your Card or certain Card features until we have been able to successfully verify your identity.

Eligibility and Activation: To be eligible to use and activate this Card, you represent and warrant to us that: (i) you are at least 18 years of age; (ii) the personal information that you have provided to us is true, correct and complete; (iii) you have read this Agreement and agree to be bound by and comply with its terms.

4. USING YOUR CARD

a. Loading Your Card

You may add funds to your Card account, called "loading," by: (i) Automated Clearing House ("ACH") loads (e.g., direct deposit) from your employer, benefits provider or from a checking or savings account; (ii) cash loads using authorized third party money transfer services; (iii) check loads using authorized service providers; or (iv) Card-to-Card transfers. There are daily and monthly limits on value load amounts and the number of times you may value load your Card, and there is also a maximum balance you may have in your Card Account (see the Load, Withdrawal and Spend Limits section below). If you arrange to have funds transferred directly to your Card from a third party through an ACH load, you must enroll with the third party by providing the bank routing number and direct deposit account number that we provide you. You are not authorized to use this bank routing number and direct deposit account number for any other purpose. The maximum balance allowed on your Card is \$10,000.00. We will reject any loads that exceed the maximum balance allowed on your Card. There are also maximum load restrictions we may place on your Card when aggregated with any other Cards you have. You agree to present the Card and meet identification requirements to complete load transactions as may be required from time to time.

Federal Payments: THE ONLY FEDERAL PAYMENTS THAT MAY BE LOADED TO YOUR CARD VIA AN AUTOMATED CLEARING HOUSE ("ACH") CREDIT ARE FEDERAL PAYMENTS FOR THE BENEFIT OF THE PRIMARY CARDHOLDER. If you have questions about this requirement, please call 1-866-295-2460.

b. Accessing Funds and Limitations

Each time you use your Card, you authorize us to reduce the value available on your Card by the amount of the transaction and any applicable fees. Your Card cannot be redeemed for cash. You may use your Card to: (1) withdraw cash from your Card account, (2) load funds to your Card account, (3) transfer funds between your Card accounts whenever you request, (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 online or by telephone from your Card account in the amounts and on the days you request.

We will provide you our bank routing number and an account number for the sole purpose of initiating direct deposits and authorized ACH debit transactions to your Card account. The Card Number embossed on your Card should not be used for direct deposit transactions or other authorized ACH debit 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 account number (see the Fees section above).

Limitations on frequency and dollar amount of transactions:

LOAD, WITHDRAWAL AND SPEND LIMITS*	
Load Limitations	Limit
Maximum Card balance at any time:	\$10,000.00
Direct Deposits & ACH Credits Combined (Amount):	\$10,000.00 per day
Direct Deposits & ACH Credits Combined (Frequency):	8 per day

Cash Loads (Amount)*:	\$1,500.00 per day; \$9,500.00 per month (past 30 days)*
Cash Loads (Frequency)*:	5 per day; 30 per month (past 30 days)*
Cash/ Direct Deposit/ACH Credits Combined (Amount):	\$10,000.00 per day
Cash/ Direct Deposit/ACH Credits Combined (Frequency):	8 per day
Withdrawal Limitations	
Maximum amount of ATM cash withdrawal:	\$500.00 per day
Maximum amount of over the counter cash withdrawal:	\$1,000.00 per day
Card-to-Card Transfers (Amount):	\$500.00 per day; \$3,000.00 per calendar month
Card-to-Card Transfers (Frequency):	3 per day
Spend Limitations	
Maximum amount in Point of Sale Signature or Point of Sale PIN Transactions:	\$3,000.00 per day
* Third parties may impose additional limitations.	

c. Personal Identification Number ("PIN")

You have the ability to request a Personalized Identification Number ("PIN") at the time you activate your Card online by calling 1-866-295-2460. You can use your PIN with your Card, (i) to obtain cash from any Automated Teller Machine ("ATM") or (ii) at any point-of-sale device which requires entry of a PIN, that bears the STAR®, NYCE® or Interlink brand (please check the supported brands on 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. Never share your PIN with anyone and do not enter your PIN into any terminal that appears to be modified or suspicious. If you believe that anyone has gained unauthorized access to your PIN, you should advise us immediately, following the procedures in the section labeled "Lost or Stolen Cards; Unauthorized Transactions" below.

d. Obtaining Card Balance Information

You may obtain information about the amount of money you have remaining in your Card account by calling 1-866-295-2460. This information, along with a 60-day history of account transactions, is also available on-line at www.readydebit.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 1-866-295-2460 or by writing us at READYdebit Customer Service, P.O. Box 1966, San Ramon, CA 94583. However, there is a fee for obtaining a written history (see your Fees paragraph above).

e. Authorized Users and Secondary Cards

We may allow you to request an additional Card for another person. If we do, 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 cancel your Card and issue you a new Card with a different number.

You must notify us to revoke permission for any person you previously authorized to use Card information or have access to your account. You are wholly responsible for the use of each Card according to the terms of this Agreement subject to the section labeled "Lost or Stolen Cards; Unauthorized Transactions" below, and other applicable law.

f. Authorization Holds

You do not have the right to stop payment on any purchase transaction originated by use of your Card, except as otherwise provided herein. With certain types of purchases (such as those made at restaurants, hotels, or similar purchases), your 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.

g. 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 1-866-295-2460 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 1-866-295-2460 or write us at READYdebit 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.

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.

h. Returns and Refunds

If you are entitled to a refund for any reason for goods or services obtained with your Card, the return and refund will be handled by the merchant. If the merchant credits your 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.

i. 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.

j. Split Transactions and other uses

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 another form of payment. These are called "split transactions." Some merchants do not allow cardholders to conduct split transactions. Some merchants will only allow you to do a split transaction if you pay the remaining amount in cash.

If you use your Card number without presenting your Card (such as for an internet transaction, a mail order or a telephone purchase), the legal effect will be the same as if you used the Card itself.

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 and agree to pay us promptly for the negative balance. We may apply a debit to any subsequent credits to the Card or any other account you have with us for the amount of any negative balance on your Card. 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 are responsible for all transactions initiated by use of your Card, except as otherwise set forth herein. You may not use your Card for any illegal transactions, use at casinos, or any gambling activity.

k. Card Replacement and Expiration

If you need to replace your Card for any reason, please contact us at 1-866-295-2460. Please note that your Card has a "Valid Thru" date on the front of the Card. You may not use the Card after the "Valid Thru" date on the front of your Card. However, even if the "Valid Thru" date has passed, the available funds on your Card do not expire. You will not be charged the Additional Card fee for replacement cards that we send due to expiration of the Card.

5. BUSINESS DAYS

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

6. LOST OR STOLEN CARDS; UNAUTHORIZED TRANSACTIONS.

a. Contact

If you believe your Card or PIN has been lost or stolen, call: 1-866-295-2460 or write: READYdebit 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.

b. 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 1-866-295-2460 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 after the earlier of the date you electronically accessed 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.

c. In case of errors or questions about your Electronic Transfers

Telephone us at 1-866-295-2460 or write us at READYdebit Customer Service, P.O. Box 1966, San Ramon, CA 94583 as soon as you can, if you think an error has occurred in your Card account. We must allow you to report an error until 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 or writing us at the number or address above. You will need to tell us:

- Your name and Card account number.
- Why you believe there is an error, and the dollar amount involved.
- 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 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. 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. For errors involving new accounts, point-of-sale, 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 three 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 1-866-295-2460.

d. Your Liability for Unauthorized Visa Prepaid Card Transactions

Under Visa rules, your liability for unauthorized Visa debit transactions on your Card account is \$0.00 if you notify us within two (2) business days and you are not grossly negligent or fraudulent in the handling of your Card or PIN. This reduced liability does not apply to PIN transactions not processed by Visa or ATM cash withdrawals.

These provisions limiting your liability do not apply to debit transactions not processed by Visa. Additionally, see the paragraph above labeled "Your Liability for Unauthorized Transfers" as it relates to other unauthorized transfers.

7. 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.

8. 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.

9. CHANGE OF ADDRESS

You are responsible for notifying us immediately upon any change to your address. If your address changes to a non-US address, we may cancel your Card and return funds to you in accordance with this Agreement.

10. UNCLAIMED PROPERTY

Your Card is subject to unclaimed property laws. Should your Card have a remaining balance after a certain period of time, we may be required to remit remaining funds to the appropriate state agency.

11. 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 of any association involved in transactions. We do not waive our rights by delaying or failing to exercise them at any time. We may (without prior notice and when permitted by law) set off the funds in this account against any due and payable debt you owe us now and in the future. 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.

12. 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 will be notified of any change in the manner required by applicable law prior to the effective date of the change. However, if the change is made for security purposes, we can implement such change without prior notice. You may close your Card at any time by contacting us at 1-866-295-2460. 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, subject to fees as disclosed in this Agreement.

13. 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.

14. 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.

15. 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; (iv) the benefits and services related to the Cards; and (v) your enrollment for any Card. We shall not elect to use arbitration under the Arbitration Provision for any Claim that you properly file and pursue in a small claims court of your state or municipality so long as the Claim is individual and pending only in the court.

As used in the Arbitration Provision, the terms "we" and "us" shall for all purposes mean 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 request party, within fifteen (15) days of receiving the requesting party's notice. The granting or denial of such request will be in the sole discretion of the arbitrator who shall notify the parties of his/her decision within twenty (20) days of the objecting party's submission. The arbitrator shall take reasonable steps to preserve the privacy of individuals, and of business matters. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The arbitrator's decision will be final and binding, except for any right of appeal provided by the FAA. However, any party can appeal that award to a three-arbitrator panel administered by the same arbitration organization, which shall consider anew any aspect of the initial award objected to by the appealing party. The appealing party shall have thirty (30) days from the date of entry of the written arbitration award to notify the arbitration organization that it is exercising the right of appeal. The appeal shall be filed with the arbitration organization in the form of a dated writing. The arbitration organization will then notify the other party that the award has been appealed. The arbitration organization will appoint a three-arbitrator panel which will conduct an arbitration pursuant to its Code and issue its decision within one hundred twenty (120) days of the date of the appellant's written notice. The decision of the panel shall be by majority vote and shall be final and binding.

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.

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