

**Cardholder Agreement**  
**IMPORTANT – PLEASE READ CAREFULLY**

**1. Terms and Conditions for the Western Union® Prepaid MasterCard® and Western Union® Prepaid Visa® Cards.**

MMF-MYWU

This document constitutes the agreement (“Agreement”) outlining the terms and conditions under which the Western Union Prepaid 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 Western Union 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.

**2. Description of 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 your Card is registered. Your funds will never expire regardless of the expiration date on the front of your Card. You may register your Card by going to [westernunion.com/prepaid](http://westernunion.com/prepaid) or calling 1-877-256-6918.

**3. Authorized Users.**

You may request an additional Card for another person, we may, at our option, provide you with an additional Card. You may not permit another person to have access to your Card or Card number. However, if you do, you are liable for all authorized 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, subject to the “Your Liability” provisions and “Zero Liability” provisions below, and other applicable law.

**THE ONLY FEDERAL PAYMENTS THAT MAY BE DEPOSITED TO THIS CARD ARE FEDERAL PAYMENTS FOR THE BENEFIT OF THE PRIMARY CARDHOLDER. If you have questions about this requirement, please call 1-877-256-6918.**

**4. Personal Identification Number (“PIN”).**

**Personal Identification Number (“PIN”):** You have the ability to request a Personalized Identification Number (“PIN”). **You can request the PIN by visiting [westernunion.com/prepaid](http://westernunion.com/prepaid) and signing in to your prepaid card account.** Prior to identification verification you may use your Card to at any Point-of-Sale (POS) device which requires entry of a PIN, that bears the **brand marks on the back of your card or STAR**. Prior to identification verification cards are not accepted at ATMs and CANNOT be used to access cash or obtain cash back in any purchase transaction. Prior to identification verification you will not be able to receive any cash back from any funds on the Card, from an ATM, or at any POS device.

Upon successful identification verification, you MAY use your card to obtain cash at an ATM and obtain cash back in any purchase transaction where the merchant allows this type of transaction. Please see section 10 for limits on this type of usage. These amounts may also vary by retailer and the retailer may require fixed denomination.

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.”

**5. Activating Your Card.**

You may need to activate your Card. If so, activate it in a manner provided in the instructions accompanying your Card. This may require that you call 1-877-256-6918 to activate.

**6. Loading Your Card.**

In order for the Card to accept reloads, the USA PATRIOT ACT, a federal law, requires all financial institutions to obtain, verify, and record information that identifies each person who has a Card that accepts reloads. We will ask you for your name, address, date of birth, social security number and other information that will allow us to reasonably identify you. We may also ask to see your driver’s license or other identifying documents. Upon successful identification verification, you may load and reload funds to your Card via the methods detailed below in this Section and Section 7 and you may also use this card internationally via the methods detailed below in Section 14. These amounts may vary by retailer and the retailer may require fixed denomination load amounts. If you have successfully completed the identification process you may add funds to your Card (a “POS Money Load”), at any participating Western Union Agent location via a Western Union Prepaid Services Transaction for a load or reload fee charged by Western Union in addition to the initial activation fee. Please call 1-800-325-6000 or visit [westernunion.com/prepaid](http://westernunion.com/prepaid) to find a Western Union agent location. There is a minimum POS Money Load amount of \$5.00 and a maximum POS Money Load amount of \$950.00 per transaction or \$950.00 in the aggregate within a twenty-four (24) hour period. It may take up to 24-48 hours for funds to be available on your Card. If you attempt to perform a Western Union Prepaid Services transaction that would exceed these limits, your transaction will be denied. Certain payroll or government benefit funds may also be loaded into your Card account by direct deposit. Access your account online and click on the Direct Deposit link on the page and provide the direct deposit form to your employer or benefits office, or call 1-877-256-6918 to obtain information on initiating direct deposit. The aggregate funds loaded on the Card at any time from any source may not exceed \$10,000.00. The maximum value of your Card is restricted to \$10,000.00. If you exceed the load limits stated above, you are still subject to the maximum Card value stated above. You agree to present the Card and meet identification requirements to complete load transactions as may be required from time to time. You will not receive interest on funds loaded onto the Card. There is no individual deposit account associated with your Card.

**7. Receiving Additional Money Transfers to your Card.**

If you have completed the identification process to load and reload your Card, you may also accept money transfers to your Card (“Money Transfer Load”). The sender may send a maximum Money Transfer Load amount of \$950 per transaction. Once the sender has completed either a Western Union® Money in Minutes or Next Day transaction, you may call toll-free 1-877-256-6918, provide the MTCN and have the Money Transfer Load amount transferred to your Card.

**8. Western Union Loading and Reloading Transactions.**

**For your Western Union loading and reloading transactions, the following provision applies:**

**Waiver/Bar of Class Action Claims:** All legal actions or claims arising from or relating to this transaction or the services (“Claim”) shall be brought in the party’s individual capacity only. Neither party shall pursue a claim as a class representative, a class member or in a class representative action of any kind. Within 72 hours after initiating a transaction, you may opt-out of this provision by calling 1-800-325-6000 and providing certain information, including the MTCN, your name, the amount and the type of transaction.

**9. Using Your Card.**

**Card Account Access:** You may use your Card to: (1) withdraw cash from your Card account, (2) make deposits to your Card account, (3) 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 (4) pay bills directly from your Card account in the amounts and on the days you request. Some of these services may not be available at all terminals.

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 our ATM terminals. You may not use your Card for any illegal transactions, use at casinos, and any gambling activity

**Limitations on frequency of transfers:** For security reasons, we may limit the amount or number of transactions you can make with your Card.

**Limitations on dollar amounts of transfers:** (1) You may withdraw up to \$500 from terminals every 24 hours. (2) You may buy up to \$2,500 worth of goods and services every 24 hours. (see "Limitations on Use" paragraph below).

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 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 should keep track of the amount of value loaded on Cards issued to you. You may call us at the Customer Service number shown on your Card and listed below at any time to obtain the current value on your Card. To reach us, call toll-free 1-877-256-6918 for the balance. Our customer service business hours are **24 hours a day, seven days a week**.

If you use your Card at an automated fuel dispenser ("pay at the pump"), the merchant may preauthorize the transaction amount up to \$75.00 or more. We recommend always using your card inside at the register to prevent over authorization which could possibly cause your card to decline. If you use your Card at a restaurant, a hotel, for a car rental purchase, or for similar purchases, the merchant may preauthorize the transaction amount for the purchase amount plus up to 25% or more to ensure there are sufficient funds available to cover tips or incidental expenses incurred. Any preauthorization amount will place a "hold" on your available funds until the merchant sends us the final payment amount of your purchase. 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 balance that is 25% greater than your total bill. Once the final payment amount is received, the preauthorization amount on hold will be removed. It may take up to seven (7) days for the hold to be removed. During the hold period, you will not have access to the preauthorized amount. To avoid a decline of, or a hold on, your card, you can ask the merchant to authorize a specific dollar amount. **WE DO NOT GUARANTEE THAT THE MERCHANT WILL FULFILL THIS REQUEST.**

#### 10. Limitations on Use.

Description	Value
Initial Minimum Load Limit	\$20
Initial Maximum Load Limit(s)*	\$500/\$750/\$10,000
ATM Cash Withdrawal Limit (per 24 hours)	\$500
Maximum Cash Load Amount (per 24 hours)**	\$950
Maximum Card Balance	\$10,000
Maximum Bank to Card Transfer Amount (per 24 hours)	\$500
Maximum Daily Spend Limit	\$2,500
Cash Withdrawal at Bank Counter (per 24 hours)	\$500

\*Maximum amounts may vary: \$500 (anonymous transactions) and between \$750 and \$10,000 for registered transactions depending on the source of the funds.

\*\*Reloads available upon successful identification verification

Load transactions: (i) that exceed certain dollar amounts; (ii) to certain destinations; or (iii) that implicate certain regulatory issues may be restricted by us.

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.

#### 11. 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 1-877-256-6918 or write to us at Western Union Prepaid Customer Service, PO BOX 6036, Englewood, CO 80155 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 1-877-256-6918 or write to us at Western Union Prepaid Customer Service, PO BOX 6036, Englewood, CO 80155 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. We will charge you for each stop-payment order you give (see "Fees and Charges" paragraph below).

**Notice of varying amounts:** If these regular payments may vary in amount, the person you are going to pay will 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.

#### 12. Business Days.

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

#### 13. 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 for such refunds. The amounts credited to your Card for refunds may not be available for up to five (5) days from the date the refund transaction occurs.

#### 14. 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.

#### 15. Periodic Statements.

Statements in electronic format will be made available free of charge at [westernunion.com/prepaid](http://westernunion.com/prepaid) during each month in which a transaction occurs. You may choose to have a paper statement mailed to you. You will be charged a fee to receive a paper statement.

You may obtain information about the amount of money you have remaining in your card account by calling 1-877-256-6918. This information, along with a 60-day history of account transactions, is also available on-line at [westernunion.com/prepaid](http://westernunion.com/prepaid). You also have the right to obtain a sixty (60) day written history of account transactions by calling 1-877-256-6918 or by writing us at PO BOX 6036, Englewood, CO 80155.

## 16. Fees and Charges.

You agree that we may deduct the amount of the applicable fees listed below directly from the balance of your card.

Fee Category	Fee Type	Amount
Total Cost of Setup	Account Maintenance (Monthly)	\$2.95
	Activation	Free
Add Money	Direct Deposit	Free
	Bank Account Transfer	Free
	Western Union Money Transfer	Free
	Cash at a Western Union Agent location	\$2.95
	Cash at participating retail locations*	\$3.95
Get Cash	Cash Back at a Store	Free
	ATM Withdrawal	\$1.95
	Cash Back at Bank (Cash Disbursement)	\$5.00
	Refund Check Processing	\$20.00
Spend Money	Signature Purchases	Free
	PIN Purchases	Free
Manage Your Money	Customer Support	Free
	SMS Balance Notifications	Free
	Online Electronic Statement	Free
	ATM Balance Inquiry	\$0.45
	Paper Statement (per statement, upon request)	\$3.00
Other Fees	ATM Decline	\$0.45
	Stop Payment	\$4.95
	Replacement Card	\$5.00

\*To view a list of these retail locations, visit [westernunion.com/retailreload](http://westernunion.com/retailreload)

**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).

**Other Fees (for less common services) may apply, per occurrence:** Express delivery fee: \$25. Non-Online Bill Pay Check Processing including but not limited to unauthorized debit transactions using direct deposit number such as paper checks, ACH debits, check-by-phone or pre-authorized payments: \$5.

### 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 **MasterCard International Incorporated or Visa U.S.A Inc.** into an amount in the currency of your Card. **MasterCard International Incorporated or Visa U.S.A Inc.** will establish a currency conversion rate for this convenience using a rate selected by **MasterCard International Incorporated or Visa U.S.A Inc.** from the range of rates available in wholesale currency markets for the applicable central processing date which may vary from the rate **MasterCard International Incorporated or Visa U.S.A Inc.** 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 us. This percentage amount is independent of any amount taken by us in accordance with the following section of these Terms & Conditions.

If you obtain your funds in a currency or country other than the currency or country in which your Card was issued, we may increase the currency conversion rate (described in the immediately preceding section) up to an additional 1% and will retain this amount as compensation for its services. This charge is independent of the currency conversion rate established by **MasterCard International Incorporated or Visa U.S.A Inc.**

## 17. 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 merchant;
- (3) In order to comply with government agency, 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.

**18. Your Liability for Unauthorized Network Prepaid Card Transactions.** Tell us, AT ONCE, if you believe your Visa/MasterCard Card has been lost or stolen or of any unauthorized transactions. Your liability for unauthorized transactions on your Visa card that take place on the Visa system is zero dollars (\$0). Likewise, if you have a MasterCard card with unauthorized transactions that occurred on the MasterCard system, your liability for those transactions is zero dollars (\$0), subject to the following limitations: We may require you to provide a written statement regarding claims of unauthorized transactions. These provisions limiting your liability do not apply to ATM, POS, PINless or any other debit transactions not processed by the network brand on the front of your card, whether it be Visa or MasterCard. In addition to this paragraph, we may also be responsible to you for unauthorized transactions (see "Your Liability for Unauthorized Transfers" paragraph below).

## 19. 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.

## 20. Lost or Stolen Cards: Unauthorized Transfers.

If you believe your Card or PIN has been lost or stolen, call: 1-877-256-6918 or write to us at Western Union Prepaid Customer Service, PO BOX 6036, Englewood, CO 80155. 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 Prepaid Card Transactions.** Tell us, AT ONCE, if you believe your MasterCard or Visa Card has been lost or stolen or of any unauthorized transactions. Your liability for unauthorized transactions that take place on the 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, POS, PINless or any other debit transactions not processed by MasterCard or Visa. In addition to this paragraph, we may also be responsible to you for unauthorized transactions (see "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 1-877-256-6918 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.

## 21. Unclaimed Property

Your Card is subject to unclaimed property laws where your Card has been registered, or the laws of the state where we are located/incorporated if the Card is not registered. 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.

## 22. 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 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 South Dakota except to the extent governed by federal law.

## 23. 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 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. If there are funds remaining on your Card , we will send you a check for the remaining balance less a check processing fee up to \$25.

## 24. Information About Your Right to Dispute Errors.

In case of errors or questions about your Card transactions, call 1-877-256-6918 or write to Western Union Prepaid Customer Service, PO BOX 6036, Englewood, CO 80155 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. 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 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: 1-877-256-6918.

## 25. Privacy and Data Protection.

WHAT DOES METABANK™ DO WITH YOUR PERSONAL INFORMATION?

Why? Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

What? The types of personal information we collect and share depend on the product or service you have with us. (i) Information We Collect ("Cardholder Information") is as follows:

(a) Information about purchases made with the Card, such as date of purchase, amount and place of purchase.

(b) Information you provide to us when you apply for a Card, or for replacement Cards or when you contact us with customer service issues, such as name, address, phone number.

However, only those persons who need it to perform their job responsibilities are authorized to have access to Cardholder Information. In addition, we maintain physical, electronic and procedural security measures that comply with federal regulations to safeguard Cardholder Information.

When you are no longer our customer, we continue to share or not share your information as described in this notice.

How?

All financial companies need to share customers' personal information to run their everyday business. We may use Cardholder Information to provide customer services, to process claims for lost or stolen Cards or PINs, to develop marketing programs, to help protect against fraud and to conduct research and analysis. In addition, it is often necessary for us to disclose Cardholder Information for the same purposes to companies that work with us. For example, we may provide certain Cardholder Information to companies that perform business operations or services, including marketing services, on our behalf. We may also provide certain Cardholder Information to others as permitted by law, such as government entities or other third parties in response to subpoenas.

In the section below, we list the reasons financial companies can share their customers' personal information; the reasons MetaBank chooses to share; and whether you can limit this.

Privacy Definitions:

Affiliates: Companies related by common ownership or control. They can be financial and nonfinancial companies.

- *MetaBank has no affiliates with which it shares your personal information.*

Nonaffiliates: Companies not related by common ownership or control. They can be financial and nonfinancial companies.

- *MetaBank does not share your personal information with nonaffiliates so they can market to you.*

Joint marketing: A formal agreement between nonaffiliated financial companies that together market financial products or services to you.

- We may partner with nonaffiliated financial companies to jointly market financial products or services to you.

Reasons we can share your personal information	Does MetaBank share?	Can you limit this sharing?
<b>For our everyday business purposes</b> – such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	YES	NO
<b>For our marketing purposes</b> – to offer our products and services to you	YES	NO
<b>For joint marketing with other financial companies</b>	YES	NO
<b>For our affiliates' everyday business purposes</b> – information about your transactions and experiences	NO	We do not share
<b>For our affiliates' everyday business purposes</b> – information about your creditworthiness	NO	We do not share
<b>For our affiliates to market to you</b>	NO	We do not share
<b>For our nonaffiliates to market to you</b>	NO	We do not share

Questions? Call 1-877-256-6918

How does MetaBank protect my personal information?

To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.

How does MetaBank collect my personal information?

We collect your personal information, for example, when you open an account or use your Card, give us your contact information or pay your bills.

Why can't I limit all sharing? Federal law gives you the right to limit only sharing for affiliates' everyday business purposes, for example:

—information about your creditworthiness.

—affiliates from using your information to market to you.

—sharing for nonaffiliates to market to you.

State laws and individual companies may give you additional rights to limit sharing.

Other Important Information:

State laws and individual companies may give you additional rights to limit sharing. If you are a resident of California or Vermont, we will not share with nonaffiliates except for our own marketing purposes, our everyday business purposes, or with your consent. Nevada residents: We are providing this notice pursuant to Nevada law.

## 26. 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.

## 27. 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.

## 28. Arbitration.

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

(b) Definitions: As used in this Arbitration Provision, the term "Claim" means any claim, dispute or controversy between you and us arising from or relating to 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.

(c) 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](http://www.jamsadr.com); (ii) AAA at 335 Madison Avenue, New York, NY 10017; website at [www.adr.org](http://www.adr.org).

(d) 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.

(e) 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.

(f) Location of Arbitration/Payment of Fees: Any arbitration hearing that you attend shall take place in the federal judicial district of your residence. At 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.

(g) 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.

(h) 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  
5501 S. Broadband Lane  
Sioux Falls, SD 57108

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[westernunion.com/prepaid](http://westernunion.com/prepaid)  
1-877-256-6918



**WESTERN UNION FINANCIAL SERVICES, INC.**  
**Western Union® My WU® Agreement**  
**(Effective June 5, 2013)**

Important Information for Participants in the Western Union® My WU Program.

This Western Union® My WU® Agreement ("Agreement") contains the terms and conditions governing the Western Union My WU Program ("Program"). As used herein, the terms "Western Union," "we," "us" and "our" mean Western Union Financial Services, Inc. "You" and "your" mean the person who is a U.S. resident and who is issued the Western Union My WU number ("Card"). "Participating Agent Location" means a Western Union Agent location in the United States (except for Guam) that participates in the Program.

1. **This is Your Contract with Us.** Read this Agreement and keep it for your records. By using the Card or by otherwise participating in the Program in any manner, you agree to the terms of this Agreement and agree that you will comply with all applicable laws. The Card remains the property of Western Union and must be returned upon our request. You certify that you are at least 18 years old.
  2. **Description of the Program.** The Program allows you to request completion of Western Union Money Transfer® (In Minutes, Next Day or Direct to Bank, where available) or qualifying bill payment or Western Union Prepaid Card load transactions (each a "Qualifying Transaction") at Participating Agent Locations, through westernunion.com or by calling 1-800-CALL-CASH®. Provide the Card or Card number when completing a Qualifying Transaction (or you may provide your telephone number at any Participating Agent Location) and the information you have provided us regarding you and the persons you have designated as receivers ("Receivers") will be available on our money transfer system to expedite your transaction. In addition, you will receive Program rewards (which may include phone time, reward points, or other rewards) after completing (a) your first Qualifying Transaction if you enrolled through Western Union's Customer Service Center, in response to a direct mail offer, at an event, or by completing a Direct to Bank transaction, (b) your next Qualifying Transaction (other than Direct to Bank) if you enrolled at an Agent location while completing a transaction, or (c) your second Qualifying Transaction if you enrolled at an Agent location without completing a transaction. All other services offered by or through Western Union, including certain Western Union® Prepaid Services, Western Union Money Transfer @ ATM, Western Union Money Transfer by Phone, and Western Union Convenience Pay® transactions, are excluded from the Program. Western Union retains the right to withdraw, limit, modify, cancel or otherwise discontinue the Program or rewards without notice. You are responsible for any applicable taxes resulting from participation in the Program or redemption of any points or use of any reward. Points are not transferable, have no cash value and are not redeemable for cash. Rewards may not be exactly as illustrated or described and are subject to availability. Western Union does not make and there are no warranties, representations or conditions, express or implied, statutory or otherwise, relating to any rewards. Western Union is not responsible for any failure to correctly credit points to your account and may withdraw any points incorrectly credited. The number of points you have will be listed on your receipt as Gold Card/My WU Points or you can call 1-877-984-0469. You must promptly notify Western Union in writing in accordance with Section 9 of any errors or objections to your points calculation within 30 days after you first discover or receive a receipt with an incorrect calculation. The terms and conditions applicable to each Qualifying Transaction govern that transaction; if there is any conflict between this Agreement and the applicable terms and conditions, the terms and conditions governing the transaction will control. All decisions by Western Union are final and binding.
  3. **Initiating a Transaction.** Go to a Participating Agent Location, visit westernunion.com, or call 1-800-CALL-CASH with the funds (U.S. Dollars only) that you wish to transfer plus any applicable fees. Supply the required information, along with the Card or Card number (or you may provide your telephone number to the clerk at a Participating Agent Location), and pay the total amount due (the funds to be transferred plus the applicable fees). If you opt to send a message, use a Test Question, request home delivery or for certain high dollar amount transactions, you will also have to supply additional information.
  4. **Fees for Transactions and Other Services.** Each time you send money, you will be charged a transfer fee. Certain additional fees and charges may apply. We will disclose the cost of the transfer fee or any other services to you at the time you make the request. All fees are subject to change at any time. In addition to the transfer fee and any additional fees, Western Union also makes money when it changes your dollars into foreign currency. United States currency is converted to foreign currency at an exchange rate set by Western Union. Any difference between the rate given to customers and the rate received by Western Union will be kept by Western Union (and, in some cases, its international agents) in addition to the transfer fees and any additional fees. You may find out the current foreign exchange rates provided by Western Union to senders by calling toll-free to 1-800-325-6000 (English) or 1-800-325-4045 (Spanish).
  5. **Transaction Limits.** The maximum amount of funds you can transfer in a single transaction may be limited. We will disclose any such limits to you at the time you request the service.
  6. **If You Lose the Card or Need a Replacement Card.** If you believe the Card has been lost or stolen or you need a replacement Card, you should contact Western Union immediately. We will supply you with a new Card, depending on supplies and available stock. Western Union is not liable for any loss or damage relating to lost or stolen cards or the unauthorized use of the Card.
  7. **Disclosure of Account Information to Third Parties.** Western Union policies regarding privacy and disclosure of information to third parties are set forth in the Western Union Privacy Statement, provided to you herewith. If you did not obtain a copy of the Privacy Statement or have questions, please contact us at [customerservice@westernunion.com](mailto:customerservice@westernunion.com) or at 1-800-562-2598.
  8. **Our Liability to You.** IN NO EVENT WILL WESTERN UNION BE LIABLE FOR DAMAGES RELATED TO THIS AGREEMENT OR THE PROGRAM, WHETHER OR NOT CAUSED BY NEGLIGENCE ON THE PART OF OUR EMPLOYEES OR AGENTS, BEYOND THE SUM OF \$500.00. IN NO EVENT WILL WESTERN UNION BE LIABLE FOR DAMAGES RELATED TO ANY ERROR IN ADVERTISING OR OTHER MATERIALS. IN NO EVENT WILL WESTERN UNION BE LIABLE FOR THE ACTS OF ANY THIRD PARTY, INCLUDING BUT NOT LIMITED TO, SUPPLIERS OF PHONE TIME OR SUPPLIERS OF REWARDS. IN NO EVENT WILL WESTERN UNION BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES.
- Contacting Western Union.** Call 1-877-984-0469 during regular business hours or write Western Union Financial Services, Inc. Attn: My WU PO Box 6036 Englewood, CO 80112 for general questions regarding the Program, to report a lost or stolen Card, to request a replacement Card, to update information regarding you or your Receivers, to obtain a copy of the most current Agreement, to notify us of any errors or objections to your points calculation, or to cancel this Agreement. You may contact Western Union by logging onto [www.westernunion.com/mywu](http://www.westernunion.com/mywu), email: [privacy@westernunion.com](mailto:privacy@westernunion.com) (to change or correct your personal choice or request a copy of the data that Western Union maintains about your participation in the Program)
9. **Program Participation.** If you do not use the Card for a period of two years, we may suspend or terminate your participation in the Program without notice and your points will expire.
  10. **Assignment.** We may assign this Agreement without obtaining your consent. You may not assign or transfer the Card or this Agreement without our prior written consent. You may not permit others to use the Card or the Card number we have issued to you.
  11. **What Law Applies.** THIS AGREEMENT IS ENTERED INTO IN COLORADO. THIS AGREEMENT AND ANY CLAIM OR CONTROVERSY ("Claim") IS GOVERNED BY THE LAWS OF THE UNITED STATES AND THE STATE OF COLORADO, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES, WHETHER OR NOT YOU LIVE IN COLORADO. Any Claim arising from or relating to the Program or this Agreement, including Claims regarding this Section, will be settled by binding arbitration administered by the National Arbitration Forum ("NAF") under its Code of Procedure in effect when the Claim is filed, and will be arbitrated in the most populous city in the state where you reside when the Claim first arises. Each party will bear its own attorneys', experts' and witness fees. Neither party will have the right to participate as a member of any class of claimants pertaining to any Claim. Third parties' claims will not be joined in any arbitration between the parties. Information may be obtained and Claims may be filed at a NAF office, [www.arbitration-forum.com](http://www.arbitration-forum.com), or at P.O. Box 50191, Minneapolis, MN 55405. This Section is made

pursuant to a transaction involving interstate commerce and will be governed by the Federal Arbitration Act, 9 U.S.C. §1-16. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION, THE PARTIES WAIVE ALL RIGHTS TO A COURT OR JURY TRIAL TO RESOLVE ANY CLAIMS.

- 12. Provisions Severability.** If any provision of this Agreement is held to be invalid or unenforceable, such provision will be deemed to be modified to the minimum extent necessary to make it valid and enforceable and the rest of this Agreement will not be affected.
- 13. Amendment.** We may amend (change) the terms and conditions of this Agreement at any time. Any amendment that you propose to be made to this Agreement will not be effective until signed by an officer of Western Union. By initiating a Western Union transaction and participating in the Program after this Agreement is amended, you agree to any such amendment. This Agreement constitutes the entire and sole agreement between you and us with respect to the Program, and supersedes all prior understandings, arrangements or agreements regarding the Program.
- 14. Cancellation.** We may cancel this Agreement and your privilege to participate in the Program immediately, for any reason, and without notice to you. You may cancel this Agreement at any time by notifying Western Union in writing in accordance with Section 9. If you do this, your participation in the Program will terminate within thirty (30) days after we receive your written request to terminate. Ending this Agreement will not affect your obligations under this Agreement. Once this Agreement has been cancelled or your participation in the Program suspended, your points will expire and you will no longer be able to redeem any points.
- 15. Survival.** The provisions of Sections 1, 8, 12, 13, 15, and 16 will survive the termination or expiration of this Agreement.