

## Stream Prepaid MasterCard® Cardholder Agreement

This Cardholder Agreement, including the Schedule of Fees and Charges, and any Privacy Notice provided to you by us (collectively referred to as this "Agreement"), sets forth the terms of your **Stream Prepaid MasterCard®**. Please read it carefully and retain it for your records. The Stream Prepaid MasterCard is issued by Metropolitan Commercial Bank (Member FDIC), pursuant to a license from MasterCard International. MasterCard and the MasterCard® Brand Mark are registered trademarks of MasterCard® International Incorporated. "Metropolitan Commercial Bank" and "Metropolitan" are registered trademarks of Metropolitan Commercial Bank. © 2013.

**IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT:** To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account (including sub accounts). What this means for you: when you open an account, we will ask for your name, 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 identifying documents.

**Definitions.** In this Agreement, the words "**you**" and "**your**" means the Card Owner and any Authorized User of the Card. "**Card Owner**" means the person who qualified for and opened the Card Account and owns the funds in the Card Account. "**Authorized User**" means any person issued a card at the request of the Card Owner and authorized by the Card Owner to use the Card. "**We**", "**us**", "**our**" and "The Bank" mean **Metropolitan Commercial Bank**, the issuer of the Card. "**Card**" means the MasterCard plastic prepaid card that is issued to you by us. "**Card Account**" means the **Metropolitan Commercial Bank** deposit account or its associated account number. "**Account Number**" means the 16-digit number used to identify your Card Account. "**Card Number**" is the 16-digit number embossed on your Card. "**Primary Account**" means the Card Account that is qualified for and opened by the Card Owner. "**Primary Account Card**" means the Card issued to you for your Primary Account. "**Sub-Card**" means any additional Card(s) that are ordered and managed by the Card Owner through the Primary Account; this definition explicitly does not include the Primary Account Card. The third party that markets and services the Card and Card Account is FiCentive, Inc. "**Business days**" are Monday through Friday, excluding federal holidays. Saturday, Sunday, and federal holidays are not considered business days, even if we are open. "**PIN**" means personal identification number. "**Access Information**" means collectively your PIN, online user name, password, challenge questions, and any other security information used to access your Card Account.

**Authorized Card Users.** You are responsible for all authorized transactions initiated and fees incurred by use of your Card(s). If you permit another person to have access to your Card(s) or Card Number(s), we will treat this as if you have authorized such use and you will be liable for all transactions and fees incurred by those persons.

**Sub-Card.** You may request additional Card(s), called Sub-Card(s), for your use or use by another person who is an Authorized User. The maximum number of Sub-Cards permitted is five (5). Authorized User(s) must be over the age of 13. You must notify us to revoke permission for any person you previously authorized to use the Card(s). You are liable for all transactions made with the Card(s) or Card Number(s) by your Authorized User(s). You are the Card Owner and are responsible for all transactions and fees incurred by you or any Authorized User(s). You are wholly responsible for the use of each Card according to the terms of this Agreement. Sub-Card(s) may only be loaded from the Primary Account by Card-to-Card transfer; funds cannot be loaded to Sub-Card(s) by Direct Deposit, cash reload network or bank transfer. Daily purchase and cash access limits are applied on aggregate across the Primary Account Card and all Sub-Card(s).

**Agreement to Terms.** By activating or using the enclosed Card (see "Activating Your Card" below), you agree to the terms of this Agreement. If you do not agree to the terms of this Agreement or do not want to use the Card, please destroy the Card at once by cutting it in half and call us at 1-877-PDS-PAYS (1-877-737-7297) to cancel your Card Account. When any provision in this Agreement states that we may take certain actions, we may do so in our sole discretion. The terms of this Agreement are subject to amendment at any time in accordance with Amendment and Cancellation section below.

**Your Representations and Warranties.** By activating the Card or by retaining, using or authorizing the use of the Card, you represent and warrant to us that: (i) you are at least 18 years of age (or older if you reside in a state where the majority age is older); (ii) you are a U.S. citizen or legal alien residing in the United States or the District of Columbia; (iii) you have provided us with a verifiable U.S. street address (not a P.O. Box); (iv) the personal information that you provide to us in connection with the Card is true, correct and complete; (v) you received a copy of this Agreement and agree to be bound by and to comply with its terms; and (vi) you accept the Card. **Prepaid 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 and may not provide the same rights to you as those available in credit card transactions. You will not receive any interest on the funds in your Card Account. Subject to applicable law, your Card Account will be insured by the Federal Deposit Insurance Corporation once your Card has been registered with us. Your funds will never expire, regardless of the expiration date on the front of your Card. The Card will remain the property of the Bank, must be surrendered upon demand and is nontransferable.

**Activating Your Card.** You cannot use the Card until it has been activated. To activate a personalized card, login to <https://streamprepaid.com> or call 1-877-PDS-PAYS (1-877-737-7297) and follow the instructions provided. As part of the activation, you will be required to provide your Social Security Number and date of birth if you did not do so while ordering your card. Although no credit history is required to obtain a Card, you authorize us to obtain information about you from time to time from credit reporting agencies, your employers and other third parties for our internal processes.

**Personal Identification Number.** Your Personal Identification Number ("PIN") is a four-digit card that may be used to obtain cash from ATMs or to make purchase transactions instead of signing for your transaction. Some merchants may require you to make purchases using a PIN rather your signature. You will be required to set your PIN at the time you activate your card. You may change your PIN by logging in to your account at <https://streamprepaid.com> or calling 1-877-PDS-PAYS (1-877-737-7297). You should not write or keep your PIN with your Card. Never share your PIN with anyone. When entering your PIN, be sure it cannot be observed by others 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 paragraph labeled "Your Liability for Unauthorized Transfers".

**Using Your Card.** After you receive your Card you may use it to purchase goods and services everywhere MasterCard is accepted. If you do not have enough funds loaded on your Card, you can instruct the merchant to charge a part of the purchase to the Card and pay the remaining amount with other funds. These are called "split transactions," and some merchants do not permit them. You may also use your Card to obtain cash at ATMs designated by us, at ATMs displaying the MasterCard name or logo, the Accel name or logo, or at merchants that have agreed to provide cash back at the point-of-sale. Each time you use the Card to purchase goods or services or obtain cash, you authorize us to reduce the value available on the Card by the amount of the transaction plus applicable fees. If you use your Card number without presenting your Card (such as for a mail order, telephone, or Internet purchase), the legal effect will be the same as if you used the Card itself.

We will provide you our bank routing number and assign you a 16-digit Account Number. Our bank routing number and your 16-digit Account Number is available online at <https://streamprepaid.com> by logging in to your Card Account, and will be provided to you with your Card. The bank routing number and your assigned Account Number are for the purpose of initiating direct deposits to your Card Account and authorized ACH debit transactions only. The 16-digit Card Number embossed on your Card should not be used for these types of transactions or they will be rejected. You are not authorized to use the bank routing number and Account Number to make a debit transaction with a paper check, check-by-phone or other item processed as a check, or if you do not have sufficient funds in your account. These debits will be declined and your payment will not be processed and fees may apply.

You agree that you will: (i) not use the Card at gambling websites or to purchase illegal goods or services; (ii) promptly notify us of any loss or theft of the Card; (iii) promptly notify us of the loss, theft, or unauthorized disclosure of any Access Information used to access the Card Account information or Card funds; (iv) not use the Card for business purposes; and (v) use the Card only as permitted by us. The Card may not be accepted by certain merchants whose goods or services are not legal for minors. We may refuse to process any transaction that we believe violates the terms of this Agreement.

**Limitations on Card Usage.** All transactions are subject to the limitations set forth in this Agreement, and no transaction may exceed the value available on your Card Account.

**Purchase Limitations.** You may not make purchases that in the aggregate exceed \$2,500.00 per day. If a merchant attempts to process a transaction for more than the value available on your Card Account, or if the transaction will cause the daily limit of \$2,500.00 to be exceeded, then the transaction will be declined. Unusual or multiple purchases may prompt a merchant inquiry or card suspension to allow us to investigate such unusual activity. Daily purchase limits are applied on aggregate across the Primary Account Card and all Sub-Cards.

**Cash Withdrawal Limitations.** You may not make cash withdrawals that in the aggregate exceed \$705.00 per day; however, the \$705.00 daily limit is subject to additional limitations imposed by merchants, banks and ATM operators. ATM limits are applied on aggregate across the Primary Account Card and all Sub-Cards.

**Loading Your Card.** You may add funds to your Card, called "loading," at any time. The minimum load is \$10.00. The maximum load amount is \$9,999.00 for Direct Deposits, \$1,000.00 for Bank-to-Card (ACH) transfers, and \$1,000.00 for cash value loads. There is also a \$1,000.00 daily maximum and \$2,500.00 monthly maximum for Bank-to-Card (ACH) transfers and a \$2,500.00 daily limit for cash value loads. The maximum amount of value that can reside on the Card Account at any time is \$9,999.00; this maximum value is applied on the aggregate balance of your Primary Account Card and all Sub-Card(s). Sub-Card(s) may only be loaded from the Primary Account and cannot be loaded with cash or by Direct Deposit. We reserve the right to accept or reject any request to reload value to the Card. The Card Account may only be reloaded by you. There may be a fee imposed by the originating bank or retailer for a load transaction. Loads are subject to appropriate anti-fraud verification. Certain delays may be required to assure funds are available for loads prior to crediting to your Card Account and making funds available to you.

**Retail Loads.** To add money to your Card Account using cash, you will need to take your cash to a store location that offers one of the following money transfer services:

MasterCard® *rePower*: <http://www.mastercard.us/cardholder-services/repower-locator.html>  
GreenDot® Reload @ the Register™: <https://www.attheregister.com/locations>

Cash deposits to the Card made through a merchant or bank are generally available instantly subject to appropriate anti-fraud verifications.

**Loads by Direct Deposit.** You may arrange to have direct deposits made to your Card Account by your employer or other appropriate payor. You must enroll with such third party, using information that we will provide to you. If you arrange to have direct deposits made to your Card Account at least once every sixty (60) days from the same person or company, you can call us at 1-877-PDS-PAYS (1-877-737-7297) or log in to your Card Account information at <https://streamprepaid.com> to find out whether or not the deposit has been made. You may cancel the direct deposit authorization at any time by sending a written notice to the transferor and providing the transferor and the Bank sufficient time to act upon the notice before the next scheduled transfer date.

**No Loads by Check or Money Order.** We do not accept loads by check or money order.

**Merchant Authorization Holds.** When you use your Card Account to pay for goods or services, certain merchants may ask us to authorize the transaction in advance and may estimate its final value. When we authorize the transaction, we commit to make the requested funds available when the transaction finally settles and may place a temporary hold on your Card's funds for the amount indicated by the merchant (which may be more than the final settled transaction amount). We also may add an amount for certain merchants to ensure that sufficient funds will be available to cover the final transaction. If you use your Card at an automated fuel dispenser ("pay at the pump"), the merchant may preauthorize the transaction amount up to \$100.00 USD or more. If your Card is declined, even though you have sufficient funds available, pay for your purchase inside with the cashier. 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 20% 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. 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. Transactions at certain merchants that authorize high dollar amounts, especially rental car companies and hotels, may cause an "authorization" or "hold" on your available balance for up to thirty (30) days. Until the transaction finally settles or we determine that it is unlikely to be processed, the funds subject to the hold will not be available to you for other purposes. We will only charge your Card Account for the correct amount of the final transaction, however, and will release the hold on any excess amount when the transaction finally settles.

**Negative Balance.** Because you may be assessed transaction fees even if a transaction is declined, it is possible for a rejected transaction to cause your Card Account to have a negative balance and be overdrawn. We do not extend credit, so if your Card Account becomes overdrawn, you agree to pay us the overdraw amount immediately, without further demand. We may deduct the overdraft amount from any current or future funds on this or any other Card Account you activate or maintain. If your Card Account has a zero or negative balance, we may, at our option, cancel your Card Account without notice.

**Preauthorized Payments from Your Card.** You may preauthorize a merchant to make recurring electronic funds transfers from your Card Account.. If these regular payments may vary in amount, the person you are going to pay will tell you ten (10) days before the payment is due when it will be deducted from your Card Account value and how much it will be. If you have told us in advance to make regular, recurring payments from your Card Account, you can stop any of these payments by calling us at 1-877-PDS-PAYS (1-877-737-7297), emailing us at [cs@streamprepaid.com](mailto:cs@streamprepaid.com), or writing to us at FiCentive, Inc., P.O. Box 700172, San Antonio, TX, 78270 in time for us to receive your request at least three (3) business days or more before the payment is scheduled to be made. Fees may apply for a stop payment, please see the fee schedule for more information. If you call, we may also require you to put your request in writing and get it to us within fourteen (14) days after you call. If you order us to stop one of these payments three (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.

**Refunds for Purchases Made with the Card.** Any refund for goods or services purchased with the Card Account will be made in the form of a credit to the Card. You are not entitled to receive a cash refund.

**Disputes with Merchants.** We are not responsible for the delivery, quality, safety, legality or any other aspect of goods and services that you purchase from others with a Card. All such disputes should be addressed to the merchants from whom the goods and services were purchased.

**Reversal.** Point of sale transactions cannot be reversed. If you authorize a transaction and then fail to make a purchase of that item as planned, the approval may result in a hold of funds equal to the estimated purchase amount, for up to seven (7) days.

**Schedule of Fees and Charges.** We will charge you, and you agree to pay, the fees and charges set forth in the Schedule of Fees and Charges below. You may also view a complete list of fees at <https://streamprepaid.com/fees>. We generally deduct fees and charges from the Card Account at the time a fee or charge is incurred. You will be charged a fee for a balance inquiry at an ATM even if you don't complete a funds transfer. The owners of ATMs or other networks may impose an additional charge to use their terminals. Such other fees and charges may be deducted from your Card Account. If you request a service that is not included in the Schedule of Fees and Charges, if there is a fee for such service it will be disclosed at that time, and you agree that any such fee may be deducted from your Card Account.

**All fee amounts will be withdrawn from your Card Account and will be assessed as long as there is a remaining balance on your Card Account, except where prohibited by law. NOTE: Fees assessed to your Card Account balance may bring your Card Account negative. Anytime your Card Account balance is less than the fee amount being assessed on your Card Account, the balance of your Card Account will be applied to the fee amount. THIS COULD RESULT IN A NEGATIVE BALANCE ON YOUR CARD ACCOUNT. If that occurs, any subsequent deposits or loads into your Card Account will first be applied to the negative balance.**

International Purchase Transaction (using signature or PIN) Fee <sup>1</sup> :	3% of the transaction amount as a foreign currency conversion fee [Refer to the section titled Transactions made in Foreign Currencies in this Cardholder Agreement for additional information.]
ATM Cash Withdrawal (Domestic) Fee <sup>2</sup> :	\$ 1.98 USD (per transaction)

ATM Cash Withdrawal Intl (International) Fee <sup>3</sup> :	\$ 1.98 USD (per transaction) + 3% foreign currency conversion fee [These two fee types will be appear on your statement as one fee item. Refer to the section titled Foreign Transactions in this Cardholder Agreement for additional information.]
ATM Balance Inquiry Fee <sup>4</sup> :	\$ 0.33 USD (per transaction)
Replacement Card Fee <sup>5</sup> :	\$ 5.00 USD per request (one replacement allowed every 12 months at no cost)
Paper Statement Fee	\$ 0.99 USD (per monthly statement requested)
Dormancy Fee <sup>6</sup> :	\$ 5.95 USD (per month, assessed only after 12 months with no account activity; account activity includes loads, purchases, and cash withdrawals)
Sub-Card Creation Fee:	\$ 5.00 USD per card (first sub-account card at no cost)

<sup>1</sup> May appear as: POS Sign Intl, POS PIN Intl, POS w/ Cash Bck Intl, or MOTO Intl

<sup>2</sup> May appear as: ATM Withdrawal, ATM Cash Withdrawal, ATM Cash W/D, OTC Cash Withdrawal

<sup>3</sup> May appear as: ATM Cash Withdrawal Intl, ATM W/D Intl, Cash Adv Intl

<sup>4</sup> May appear as: Balance Inquiry, ATM Balance Inquiry, Balance Inquiry Intl, ATM Balance Inquiry Intl

<sup>5</sup> May appear as: Card Replacement Fee

<sup>6</sup> May appear as: Inactivity Fee

If you use an ATM not owned by us for any transaction, including a balance inquiry, you may be charged a fee by the ATM operator even if you do not complete a withdrawal. This ATM fee is a third party fee amount assessed by the individual ATM operator only and is not assessed by us. This ATM fee amount will be charged to your Card.

### Receipts and Transaction History.

**Receipts.** You should get a receipt from the merchant, bank or ATM at the time you make a transaction or obtain cash using your Card. Please note there are some merchants that choose not to provide a receipt if the amount of the transaction is \$15 or less.

**Card Account Balance and Transaction History.** You can obtain information about the current available balance in your Card Account by calling 1-877-PDS-PAYS (1-877-737-7297). You will not be assessed a fee to check your balance using our automated telephone system, although you may be assessed a fee if you wish to speak to a live agent (see fee table). Your may also obtain your balance information, along with a 60-day history of your account transactions, at no charge by logging in to your Card Account at <https://streamprepaid.com>. You also have the right to obtain a 60-day written history of account transactions by calling 1-877-PDS-PAYS (1-877-737-7297) or by writing us at FiCentive, Inc., P.O. Box 700172, San Antonio, TX, 78270. You may be assessed a fee for obtaining this written history (see fee table).

**Foreign Transactions.** If you obtain your funds (or make a purchase) in a currency other than U.S. dollars, the amount deducted from your funds will be converted by the MasterCard Card Association into U.S. dollars. The MasterCard Card Association will establish a currency conversion rate for this convenience using a rate selected by the MasterCard Card Association from the range of rates available in wholesale currency markets for the applicable central processing date which may vary from the rate the MasterCard Card Association itself receives, or the government-mandated rate in effect for the applicable central processing date, in each instance. Fees may apply for foreign transactions (see fee table).

**Change in Terms.** Subject to the limitations of applicable law, we may at any time add to, delete or change the terms of this Agreement by sending you a notice of such changes. We will give you notice at least twenty-one (21) days before the effective date of any change if the change would result in: (i) increased fees you would be required to pay; (ii) increased liability for you; (iii) fewer types of available electronic fund transfers; or (iv) stricter limitations on the frequency or dollar amount of transfers. Advance notice may not be given, however, if we need to make the change immediately in order to maintain or restore the security of your Card or Card Account or any related payment system. If any such change becomes permanent and disclosure to you of the change would not jeopardize the security of the Card Account or any related payment system, we will provide notice to you within thirty (30) days after making the change.

**Cancellation and Suspension.** We reserve the right, in our sole discretion, to limit your use of the Card. We may refuse to issue a Card Account or may revoke Card Account privileges with or without cause or notice, other than as required by applicable law. If you would like to cancel the use of your Card, contact us at 1-877-PDS-PAYS (1-877-737-7297). You agree not to use or allow others to use an expired, revoked, cancelled, suspended or otherwise invalid Card. Our cancellation of Card Account privileges will not otherwise affect your rights and obligations under this Agreement. If we cancel or suspend your Card Account privileges through no fault of yours, you will be entitled to a refund of any remaining balance, as provided in this Agreement.

**Card Replacement.** If you need to replace your Card for any reason, please contact us at 1-877-PDS-PAYS (1-877-737-7297); or login to your Card Account at [www.streamprepaid.com](http://www.streamprepaid.com) to request a replacement Card. You will be required to provide personal information which may include your Card number, full name, transaction history, etc. There is a fee for replacing your Card.

**Card Expiration/Settlement.** Subject to applicable law, you may use the Card only through its expiration date, which is stated on the front of the Card. If you attempt to use the Card or add funds to your Card Account after the expiration date, the transactions may not be processed. If there is a balance remaining in your Card Account upon expiration, a new Card may be issued to you. You must activate any newly issued Card in order to access the funds in your Card Account. If we do not choose to issue a new Card to you or if we cancel your Card Account for any reason, we will attempt to refund to you the balance remaining in your Card Account less any amounts owed to us (e.g., fees and charges). A check made payable to you will be mailed to you at the latest postal address reflected in our records. A fee may be imposed for refunding the remaining account balance by check (see the Schedule of Fees and Charges).

**Unclaimed Property.** For Card Accounts with no activity for three (3) years or such other period as may be prescribed by applicable state law, the funds in your Card Account will be presumed to be abandoned. Card funds in Card Accounts will be remitted to the custody of the applicable state agency in accordance with state law, and we will have no further liability to you for such funds. If this occurs, we may try to locate the Card Owner at the address shown in our records, so we encourage you to keep us informed if you change your address. You may notify us of a change of address by logging in to your Card Account at <https://streamprepaid.com> or by calling Customer Service at 1-877-PDS-PAYS (1-877-737-7297).

**Information Given to Third Parties.** We may disclose information (including personally identifiable information) to third parties about you, the Card, your Card Account and the transactions related to the Card or Card Account: (i) where it is necessary or helpful for completing a transaction; (ii) in order to verify the existence and condition of the Card or Card Account for a third party (e.g., a merchant); (iii) in order to comply with any law or to comply with requirements of any government agency or court order; (iv) if you give us your written consent; (v) to service providers who administer the Card or the Card Account or perform data processing, records management, collections, and other similar services for us, in order that they may perform those services; (vi) in order to prevent, investigate or report possible illegal activity; (vii) in order to issue authorizations for transactions on the Card; (viii) in accordance with our Privacy Policy; and (ix) as otherwise permitted by law. Please see the Bank's Privacy Policy for further details.

**Website Availability.** Although considerable effort is expended to make the website and other means of communications and access available around the clock, we do not warrant that these forms of access will be available and error free at all times. You agree that we will not be responsible for temporary interruptions in service due to maintenance, website changes, or failures, nor shall we be liable for extended interruptions due to failures beyond our control, including but not limited to the failure of interconnecting and operating systems, computer viruses, forces of nature, labor disputes and armed conflicts.

We shall not be responsible to you for any loss or damages suffered by you as a result of the failure of systems and software used by you to interface with our systems or systems and software utilized by you to initiate or process banking transactions, whether such transactions are initiated or processed directly with our systems or through a third party service provider. You acknowledge that you are solely responsible for the adequacy of systems and software utilized by you to process banking transactions and the ability of such systems and software to do so accurately.

**Confidentiality and Security.** To prevent unauthorized access to your Card and Card Account, you agree to keep your Access Information confidential. We recommend that you memorize your Access Information and do not write it down. If you believe the security of your Access Information has been compromised in any way (for example, your password has been lost or stolen, someone has attempted to use our website under your user name without your consent, or your Card has been accessed), you must notify us immediately. Under certain circumstances, we may deny your access to our website in order to maintain or restore security or performance of the website. We may do so if we reasonably believe your Access Information has been or may be obtained or is being or may be used by an unauthorized person. We may try to notify you in advance, but cannot guarantee we will do so.

**How to Notify Us of Lost or Stolen Card, PIN or Unauthorized Transfers.** If you believe your Card or any other Access Information has been lost or stolen, call: **1-877-PDS-PAYS (1-877-737-7297)** or write: **FiCentive, Inc., P.O. Box 700172, San Antonio, TX, 78270**. 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 Access Information without your permission.

**Your Liability for Unauthorized Transfers.** Tell us AT ONCE if you believe your Card or Access Information has been lost or stolen or if you believe that an electronic funds transfer has been made without your permission. Telephoning us at 1-877-PDS-PAYS (1-877-737-7297) is the best way to minimize your possible losses. You could lose all the money in your Card Account. You agree that any unauthorized use does not include use by a person to whom you have given authority to use your Card Account or Access Information and that you will be liable for all such uses and funds transfers by such person(s).

If you tell us within 2 business days after you learn of the loss or theft of your Card or Access Information you can lose no more than \$50 if someone used your Card or Access Information 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 Access Information and we can prove we could have stopped someone from using your Card or Access Information without your permission if you had told us within this time frames, you could lose as much as \$500 if someone used your Card or Access Information without your permission.

Also, if your electronic history shows transactions that you did not make, including those made by Card, Access Information or by other means, tell us AT ONCE following the procedures stated in the paragraph labeled "Information About Your Right To Dispute Errors". If you do not tell us within the earlier of sixty (60) days of the date you electronically accessed your Card Account (if the error could be viewed in your electronic history), sixty (60) days of the date we sent the first written history on which the error appeared, or one-hundred and twenty (120) days after the alleged unauthorized transfer was credited or debited to your Card Account, you may not get back any money you lost after this period 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 learning of the unauthorized transaction and telling us, we will extend the time periods for a reasonable period in our sole discretion.

**Additional Limits on Liability Under MasterCard Rules.** Under MasterCard Rules, you will not be liable for any unauthorized transactions using your Card Account for point-of-sale transactions if (i) you can demonstrate that you have exercised reasonable care in safeguarding your Card from risk of loss or theft, (ii) you have not reported to us two (2) or more incidents of unauthorized use within the prior twelve-month period, and (iii) your Card Account is otherwise in good standing. This additional limit on liability does not apply to ATM transactions or to transactions using your PIN which are not processed by MasterCard. You must notify us within 2 days after the electronic statement was made available to you showing unauthorized transaction(s) in order to take advantage of any such limited liability provisions.

**Our Liability for Failing to Make Transfers.** 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 may be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- (1) if, through no fault of ours, your Card funds are insufficient for the transaction or are unavailable for withdrawal (for example, because there is a hold on your funds or your funds are subject to legal process);
- (2) if a computer system, ATM, or POS terminal was not working properly and you knew about the problem when you started the transaction;
- (3) if the ATM where you are making the transfer does not have enough cash;
- (4) if a merchant refuses to honor your Card;
- (5) if circumstances beyond our control (such as fire, flood, terrorist attack or national emergency) prevent the transaction, despite reasonable precautions that we have taken;
- (6) if any failure or malfunction is attributable to your equipment, to merchant or ATM equipment, or to any internet service or payment system;
- (7) if you attempt to use a Card that has not been properly activated;
- (8) If an employee of a load network (GreenDot) did not properly transmit information to us
- (9) If your Card or Access Information has been reported as lost or stolen, if your Card Account has been suspended by us, or we have reason to believe the transaction is not authorized by you; or
- (10) As otherwise provided in this Agreement.

**Information About Your Right to Dispute Errors.** In case of errors or questions about your Card Account, please contact us as soon as possible at 1-877-PDS-PAYS (1-877-737-7297) or write to us at FiCentive, Inc., P.O. Box 700172, San Antonio, TX, 78270. We must allow you to report an error until the earlier of sixty (60) days after the date you electronically accessed your Card Account (if the error could be viewed in your electronic history), sixty (60) days after the date we sent the first written history on which the error appeared, or one-hundred and twenty (120) days after the transfer allegedly in error was credited or debited to your Card Account. You may request a written history of your transactions at any time by contacting us at the telephone number or address above. You will need to tell us: (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 Card 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 Card 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 provisionally credit your Card 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 that we used in our investigation. If you need more information about our error-resolution procedures, call us at the telephone number shown above.

**Questions.** FiCentive, Inc., as the third party that administers the Card program, is responsible for customer service and for resolving any errors in transactions made with your Card. If you have questions regarding your Card, you may call 1-877-PDS-PAYS (1-877-737-7297) or write FiCentive, Inc., P.O. Box 700172, San Antonio, TX, 78270 or visit <https://streamprepaid.com>.

**Communications.** We may contact you from time to time regarding your Card Account. We may contact you in any manner we choose unless the law says that we cannot. For example, we may:

- (1) contact you by mail, telephone, email, fax, recorded message, text message or personal visit;
- (2) contact you by using an automated dialing or similar device ("Autodialer");
- (3) contact you at your home and at your place of employment;
- (4) contact you on your mobile telephone;
- (5) contact you at any time, including weekends and holidays;
- (6) contact you with any frequency;
- (7) leave prerecorded and other messages on your answering machine/service and with others; and
- (8) identify ourselves, your relationship with us and our purpose for contacting you even if others might hear or read it.

Our contacts with you about your Card Account are not unsolicited and might result from information we obtain from you or others. We may monitor or record any conversation or other communication with you. Unless the law says we cannot, we may modify or suppress caller ID and similar services and identify ourselves on these services in any manner we choose. When you give us or we obtain your mobile telephone number, we may

contact you at this number using an Autodialer and can also leave prerecorded and other messages. We may do these things whether we contact you or you contact us. If you ask us to discuss your Card Account with someone else, you must provide us with documents that we ask for and that are acceptable to us.

**Change of Address:** If your U.S. mail or postal address changes, you must notify us immediately. Failure to do so may result in information regarding the Card or Card Account being mailed to the wrong person or your transactions being declined. In such event, we shall not be responsible for any resulting misuse of funds available in the Card Account. Any notice given by us shall be deemed given to you if mailed to you at the last U.S. mail address for the Card Account furnished by you. You agree that we may accept changes of address from the U.S. Postal Service. You also agree that if you attempt to change your address to a non-U.S. address, your Card Account may be cancelled and funds returned to you in accordance with this Agreement.

**Governing Law, Court Proceedings, Damages, Arbitration:** Except as set forth in the Waiver of Jury Trial and Arbitration Agreement below, (1) this Agreement will be governed by, construed and enforced in accordance with federal law and the laws of the State of Minnesota; (ii) any action or proceeding with respect to this Agreement or any services hereunder shall be brought only before a federal or state court in the State of Minnesota; and (iii) you agree to pay upon demand all of our costs and expenses incurred in connection with the enforcement of this Agreement. If we are served garnishments, summonses, subpoenas, orders or legal processes of any type, we are entitled to rely on the representations therein and may comply with them in our own discretion without regard to jurisdiction.

**ARBITRATION AGREEMENT AND WAIVER OF JURY TRIAL: PLEASE READ THIS PROVISION OF THE AGREEMENT CAREFULLY. UNLESS YOU EXERCISE YOUR RIGHT TO OPT-OUT OF ARBITRATION IN THE MANNER DESCRIBED BELOW, YOU AGREE THAT ANY DISPUTE WILL BE RESOLVED BY BINDING ARBITRATION. ARBITRATION REPLACES THE RIGHT TO GO TO COURT, INCLUDING THE RIGHT TO HAVE A JURY TRIAL, TO ENGAGE IN DISCOVERY (EXCEPT AS MAY BE PROVIDED FOR IN THE ARBITRATION RULES), AND TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS OF CLAIMANTS OR IN ANY CONSOLIDATED ARBITRATION PROCEEDING OR AS A PRIVATE ATTORNEY GENERAL. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT MAY ALSO BE UNAVAILABLE IN ARBITRATION.**

**Agreement to Arbitrate.** You and we (defined below) agree that any Dispute (defined below) will be resolved by Arbitration. This agreement to arbitrate is governed by the Federal Arbitration Act, 9 U.S.C. § 1 et seq., and the substantive law of the State of Minnesota (without applying its choice-of-law rules).

**What Arbitration Is.** "Arbitration" is a means of having an independent third party resolve a Dispute. A "Dispute" is any claim or controversy of any kind between you and us. The term Dispute is to be given its broadest possible meaning and includes, without limitation, all claims or demands (whether past, present, or future, including events that occurred prior to your application for a Metropolitan Commercial Bank account or Card and whether or not a Metropolitan Commercial Bank MasterCard prepaid card is provided to you, based on any legal or equitable theory (contract, tort, or otherwise) and regardless of the type of relief sought (i.e., money, injunctive relief, or declaratory relief). A Dispute includes, by way of example and without limitation, any claim based upon a federal or state constitution, statute, ordinance, regulation, or common law, and any issue concerning the validity, enforceability, or scope of this arbitration agreement.

For purposes of this arbitration agreement, the terms "you" and "your" include any Authorized User, co-signer, co-obligor, or guarantor and also your heirs, guardian, personal representative, or trustee in bankruptcy. The terms "we," "our," and "us" mean either the Bank and include employees, officers, directors, members, managers, attorneys, affiliated companies, predecessors, and assigns the Bank as well as the marketing, servicing, and collection representatives and agents of either or both.

**How Arbitration Works.** If a Dispute arises, the party asserting the claim or demand must initiate arbitration, provided you or we may first try to resolve the matter informally or through customary business methods, including collection activity. The party filing an arbitration complaint must choose either of the following arbitration firms for initiating and pursuing arbitration: the American Arbitration Association ("AAA") or JAMS, The Resolution Experts. If the parties mutually agree, a private party, such as a retired judge, may serve as the arbitrator. If you claim you have a Dispute with us, but do not initiate arbitration or select an arbitrator, we may do so. You may obtain copies of the current rules of each of the arbitration firms and forms and instructions for initiating arbitration by contacting them as follows:

In the event both AAA and JAMS are unavailable to decide a Dispute, the parties agree to select another neutral party experienced in financial matters to decide the Dispute. If such an independent arbitrator cannot be found, the parties agree to submit any Dispute to a state or federal judge, sitting without a jury, for resolution on an individual and not a class-wide basis.

The policies and procedures of the selected arbitration firm will apply provided such policies and procedures are consistent with this arbitration agreement. To the extent the arbitration firm's rules or procedures are different than the terms of this arbitration agreement, the terms of this arbitration agreement will apply.

**What Arbitration Costs.** No matter which party initiates the arbitration, we will advance or reimburse filing fees and other costs or fees of arbitration, provided each party will be initially responsible for its own attorneys' fees and related costs. Unless prohibited by law, the arbitrator may award fees, costs, and reasonable attorneys' fees to the party who substantially prevails in the arbitration.

**Location of Arbitration.** Unless you and we agree to a different location, the arbitration will be conducted in the county where you reside.

**Waiver of Rights.** You are waiving your right to a jury trial, to have a court decide your Dispute, to participate in a class action lawsuit, and to certain discovery and other procedures that are available in a lawsuit. You and we agree that the arbitrator has no authority to conduct class-wide arbitration proceedings and is only authorized to resolve the individual Disputes between you and us. The validity, effect, and enforceability of this waiver of class action lawsuit and class-wide arbitration, if challenged, are to be determined solely by a court of competent jurisdiction and not by the AAA, JAMS, or an arbitrator. If such court refuses to enforce the waiver of class-wide arbitration, the Dispute will proceed in court and be decided by a judge, sitting without a jury, according to applicable court rules and procedures, and not as a class action lawsuit. The arbitrator has the ability to award all remedies available by statute, at law, or in equity to the prevailing party.

**Applicable Law and Review of Arbitrator's Award.** The arbitrator shall apply applicable federal and Minnesota substantive law and the terms of this Agreement. The arbitrator must apply the terms of this arbitration agreement, including without limitation the waiver of class-wide arbitration. The arbitrator shall make written findings and the arbitrator's award may be filed with any court having jurisdiction. The arbitration award shall be supported by substantial evidence and must be consistent with this Agreement and with applicable law, and if it is not, it may be set aside by a court. The parties shall have, in addition to the grounds referred to in the Federal Arbitration Act for vacating, modifying, or correcting an award, the right to judicial review of (a) whether the findings of fact rendered by the arbitrator are supported by substantial evidence and (b) whether the conclusions of law are erroneous under the substantive law of Minnesota and applicable federal law. Judgment confirming an award in such a proceeding may be entered only if a court determines that the award is supported by substantial evidence and is not based on legal error under the substantive law of Minnesota and applicable federal law.

**Survival.** This arbitration provision shall survive: (1) cancellation, payment, charge-off, or assignment of this Agreement; (2) the bankruptcy of any party; and (3) any transfer, sale, or assignment of this Agreement, or any amounts owed under this Agreement, to any other person or entity.

**Right to Opt-Out.** If you do not wish to agree to arbitrate all Disputes in accordance with the terms and conditions of this section, you must advise us in writing at the following address by either hand delivery or a letter postmarked within thirty (30) days following the date you enter into this Agreement. You may opt-out without affecting your application or cardholder status. FiCentive, Inc., P.O. Box 700172, San Antonio, TX, 78270

**Assignability.** We may assign or transfer our rights and obligations under this Agreement at any time without prior notice to you. The Card Account established under this Agreement is not assignable or transferable by you. Notwithstanding the foregoing, this Agreement shall be binding on you, your Authorized Users, your heirs, your executors, administrators, guardians, personal representatives, or trustee in bankruptcy.

**Miscellaneous Provisions:** We do not waive our rights by delaying or failing to execute them at any time. To the extent permitted by law and as permitted by the Waiver of Jury Trial and Arbitration above, you agree to be liable to us for any loss, costs, or expenses that we may incur as a result of any dispute or legal proceeding involving your Account. If a court finds any provision of this Agreement invalid or unenforceable, such finding shall not make the rest of this Agreement invalid or unenforceable. To the fullest extent possible, any such provision shall be deemed to be modified so as to be rendered enforceable or valid; however, if such provision cannot be so modified, it shall be stricken and all other provisions of this Agreement in all other respects shall remain valid and enforceable.

## Metropolitan Commercial Bank Privacy Notice

### What does Metropolitan Commercial Bank do with your Personal Information?

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.

The types of personal information that we collect and share depend on the product or service you have with us. This can include:

- Social Security Number and Date of Birth
- Address of Residence and Government Issued Identification Card
- Transaction History
- Overdraft History
- Checking Account Information
- Checking Account Information
- Wire Transfer Instructions

When you are *no longer* our customer, we continue to share your information as described in this notice.

All Financial Companies need to share customers' personal information to run their everyday business. Below is a list of reasons financial companies can share information and if Metropolitan Commercial Bank shares this type of information. For the types of information we share, you cannot limit this type of sharing.

### Reasons we can share your personal information

- **For our everyday business purposes-** such as to process your transaction, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus. Metropolitan Commercial Bank shares this type of information. You cannot limit this type of sharing.
- **For our marketing purposes-** to offer our products and services to you. Metropolitan Commercial Bank shares this type of information. You cannot limit this type of sharing.
- **For joint marketing with other financial companies.** Metropolitan Commercial Bank shares this type of information. You cannot limit this type of sharing.
- **For our affiliates' everyday business purposes-** information about your transactions and experiences. Metropolitan Commercial Bank does not share this type of information.
- **For our affiliates' everyday business purposes-** information about your creditworthiness. Metropolitan Commercial Bank does not share this type of information.
- **For our affiliates to market to you.** Metropolitan Commercial Bank does not share this type of information.
- **For non affiliates to market to you.** Metropolitan Commercial Bank does not share this type of information.

**How does Metropolitan Commercial Bank 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. We also maintain other physical, electronic and procedural safeguards to protect this information and we limit access to information to those employees for whom access is appropriate.

**How does Metropolitan Commercial Bank collect my personal information?** We collect personal information, for example, when you

- Open a Card Account and use your Card
- Pay your bills or make a purchase
- Give us your contact information
- Make a wire transfer
- Show your government-issued ID

We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.

**Why can't I limit all sharing?** Federal law gives you the right to limit only:

- Sharing for affiliates' everyday business purposes- information about your creditworthiness,
- Affiliates from using your information to market to you,
- Sharing for non affiliates to market to you.

State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.

### Definitions

- **Affiliates** Companies related by common ownership or control. They can be financial and nonfinancial companies. *Metropolitan Commercial Bank does not share with our affiliates.*
- **Non affiliates** Companies not related by common ownership or control. They can be financial or nonfinancial companies. Metropolitan Commercial Bank does share with *nonaffiliates* so they can market to you.
- **Joint Marketing** A formal joint marketing agreement between non affiliated financial companies that together market financial products or services to you. Our joint marketing partners include credit card companies.

### Other Important Information

- **For Alaska, Illinois, Maryland and North Dakota Customers.** We will not share personal information with nonaffiliates either for them to market to you or for joint marketing - without your authorization.
- **For California Customers.** We will not share personal information with nonaffiliates either for them to market to you or for joint marketing - without your authorization. We will also limit our sharing of personal information about you with our affiliates to comply with all California privacy laws that apply to us.
- **For Massachusetts, Mississippi and New Jersey Customers.** We will not share personal information from deposit or share relationships with nonaffiliates either for them to market to you or for joint marketing - without your authorization.
- **For Vermont Customers.** We will not share personal information with nonaffiliates either for them to market to you or for joint marketing without your authorization, and we will not share personal information with affiliates about your creditworthiness without your authorization.
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Questions about our Privacy Policy? Please call 1-877-PDS-PAYS