

Cardholder Agreement

IMPORTANT – PLEASE READ CAREFULLY

1. Terms and Conditions for The Marriott Hotels & Resorts Visa® Summer Promotion Card.

This document constitutes the agreement (“Agreement”) outlining the terms and conditions under which the Marriott Hotels & Resorts Visa Summer Promotion 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 Marriott Hotels & Resorts Visa Summer Promotion 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. Definitions

The Card is a prepaid card. The Card allows you to access funds placed on the Card. The Card does not constitute a checking, savings or other bank account and is not connected in any way to any other account you may have. The Card is not a credit card. You will not receive any interest on your funds on the Card.

Authorized Users: You may also permit another person to have access to your Card or Card number. However, if you do, you are liable for all 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. You are wholly responsible for the use of each Card according to the terms of this Agreement.

3. Using Your Card

You may use your Card to purchase or lease goods or services wherever the Card is honored as long as you do not exceed the value available on your Card. You are responsible for all transactions initiated by use of your Card. If you permit someone else to use your Card we will treat this as if you have authorized such use and you will be responsible for any transactions made subject to such use. If you do not have enough value 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 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. For security reasons, we may limit the amount or number of transactions you can make on your Card. Your Card cannot be redeemed for cash. The card cannot be used for cash withdrawal at ATM's or to get cash back at POS purchases. You may not use your Card for any illegal transactions, use at casinos, and any gambling activity. You may use your card up to 50 times per day for a maximum of \$25.00. For gas purchases please see the store attendant

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 1-888-775-3390 for the balance. Our business hours are Monday through Friday 9 a.m. to 5 p.m. with customer service available 24 hours a day 7 days a week.

Each time you use your Card, you authorize us to reduce the value available on your Card by the amount of the transaction. You are not allowed to exceed the available amount on your Card through an individual transaction or a series of transactions.

You do not have the right to stop payment on any purchase transaction originated by use of your Card. If you authorize a transaction and then fail to make a purchase of that item as planned, the approval may result in a hold for that amount of funds for up to ten (10) days.

4. 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.

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 Visa U.S.A., Inc. into an amount in the currency of your Card. Visa U.S.A., Inc. will establish a currency conversion rate for this convenience using a rate selected by 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 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 the Issuer. This percentage amount is independent of any amount taken by the Issuer 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, the Issuer 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 Visa U.S.A., Inc.

6. 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.

7. Periodic Statements

Statements in electronic format will be made available free of charge at www.marriottpromo.com during each month in which a transaction occurs. You may choose to have a paper statement mailed to you. However, there is a fee for this service.

You may obtain information about the amount of money you have remaining in your card account by calling 1-888-775-3390. This information, along with a 60-day history of account transactions, is also available on-line at www.marriottpromo.com. You also have the right to obtain a sixty (60) day written history of account transactions by calling 1-888-775-3390, or by writing us at Cardholder Services P O Box 551617 Jacksonville, FL 32255.

8. Fees and Charges

There are no fees associated with the use of this card.

9. Confidentiality

We may disclose information to third parties about your Card or the transactions you make:

- (1) Where it is necessary for completing transactions;
- (2) In order to verify the existence and condition of your Card for a third party, such as merchant;
- (3) In order to comply with government agency, court order, or other legal reporting requirements;
- (4) If you give us your written permission, or;
- (5) To our employees, auditors, affiliates, service providers, or attorneys as needed.

10. Our Liability for Failure to Complete Transactions

In no event will we be liable for consequential damages (including lost profits), extraordinary damages, special or punitive damages. We will not be liable, for instance:

- (1) If, through no fault of ours, you do not have enough funds available on your Card to complete the transaction;
- (2) If a merchant refuses to accept your Card;
- (3) 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;
- (4) If access to your Card has been blocked after you reported your Card lost or stolen;
- (5) If there is a hold or your funds are subject to legal process or other encumbrance restricting their use;
- (6) If we have reason to believe the requested transaction is unauthorized;
- (7) 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;
- (8) Any other exception stated in our Agreement with you.

11. Your Liability for Unauthorized Transfers

Tell us AT ONCE if you believe your Card has been lost or stolen. Telephoning toll-free at 1-888-775-3390 is the best way of keeping your possible losses down. You may not be liable for unauthorized use of your Card provided that you notify us within a reasonable time after learning of the loss or theft of your Card. A transaction will be considered unauthorized if it is initiated by someone other than you without your authority, or you receive no benefit from the transaction, or if we do conclude, in our sole discretion, that the facts and circumstances do reasonably support a claim of unauthorized use. Reasonable time will be determined in our sole discretion based on the circumstances but will not be less than 60 days from the transaction date. If your Card has been lost or stolen, we will close your Card to keep losses down. We reserve the right to investigate any claim you may make with respect to a lost or stolen Card, and you agree to cooperate with such investigation. We may ask you for a written statement, affidavit or other information in support of the claim. Also, if your transaction history shows transactions that you did not make, tell us at once. If you do not tell us within 60 days after the transaction history was made available to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from making the unauthorized transaction if you had told us in time. Our liability is limited to reimbursing you for the face amount of any unauthorized transaction.

12. 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.

13. Amendment and Cancellation

We may amend or change the terms of this Agreement at any time. You will be notified of any change in the manner provided by applicable law prior to the effective date of the change. However, if the change is made for security purposes, we can implement such change without prior notice. We may cancel or suspend your Card or this Agreement at any time. 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.

14. Information About Your Right to Dispute Errors

In case of errors or questions about your Card transactions, call 1-888-775-3390 or write to Cardholder Services P O Box 551617 Jacksonville, FL 32255 if you think your statement or receipt is wrong or if you need more information about a transaction listed on the statement or receipt. You must contact us no later than sixty (60) days after we have sent you the FIRST statement on which the problem or error appeared.

- (1) Provide your name and Card number (if any);
- (2) Describe the error or the transaction you are unsure about, and explain why you believe it is an error or why you need more information;
- (3) Provide the dollar amount of the suspected error.

If you provide this information orally, we may require that you send your complaint or question in writing within ten (10) business days. We will determine whether an error occurred within ten (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 forty-five (45) days to investigate your complaint or question. If we ask you to put your complaint or question in writing and you do not provide it within ten (10) business days, we may not credit your Card.

For errors involving new Cards, point-of-sale, or foreign-initiated transactions, we may take up to ninety (90) days to investigate your complaint or question. We will tell you the results within three (3) business days after completing the investigation. If we decide that there was no error, we will send you a written explanation. Copies of the documents used in the investigation may be obtained by contacting: Cardholder Services P O Box 551617 Jacksonville, FL 32255

15. Privacy and Data Protection

(i) Information We Collect (“Cardholder Information”):

- (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.

(ii) Information Security: 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.

(iii) Disclosure: We may use Cardholder Information to provide customer services, to process claims for lost or stolen Cards, 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.

16. 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.

17. 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.