

GIFT CARD

METABANK® TERMS & CONDITIONS and Frequently Asked Questions

Important Notice

Give this document to the recipient

of the Gift Card for any future questions or issues

Fees Associated with your Stock Visa® Prepaid Gift Card

Maintenance Fee: Subject to applicable law, beginning the 13th consecutive month after there has been no activity on your Card, a monthly maintenance fee of \$3.50 will be assessed to your Card. This fee will be assessed to your Card as long as there are funds remaining on your Card and no further activity has occurred. If further activity occurs, we will wait until the 13th consecutive month to assess the monthly maintenance fee. If no activity continues for a certain period of time, such fees may diminish the balance of your Card before the “valid thru” date on the front of the Card. You may avoid this fee by making regular purchases with your Card.
International Transaction Fee (SVC CHG INTRNTL TRAN): 3% of Transaction amount (see Section on Using Your Card for additional information)
Lost/Stolen Card Replacement Fee: If your Card is lost or stolen, there will be a fee of \$10.00 to replace it.

Always know the exact dollar amount available on your card. Merchants do not have access to this information and cannot determine the balance on your card. Free access to check your balance is available at www.svcards.com or by calling 1-800-798-4104.

Gift Card FAQ's**Q: How do I use my gift card?**

A: First, sign the signature panel and the back of the Card. We also suggest that you write down the gift card number and the customer service number from the back of the card on a separate piece of paper in case the gift card is lost or stolen.

You can then use your card the same as you would use a credit card provided there is sufficient funds loaded on the card to cover the full amount of your purchase. Present it to the clerk when making a purchase, and sign the form or receipt. If the merchant requests, instruct the merchant to select ‘Credit’ on the terminal.

Q: Where and when can I use my gift card?

A: You can use your Visa gift card anywhere that Visa (debit) cards are accepted. Your Card cannot be used to obtain cash at ATMs or obtain cash back in any purchase transaction. You can use your gift card right away, and we encourage you to use your gift card within one year of receipt since service fees may apply after one year of inactivity in accordance with applicable law.

Q: How do I register my personal information and/or find out what my balance and transaction history are on my gift card?

A: Go to www.svcards.com or call 1-800-798-4104

Q: Why should I register my Card?

A: Registering your Card at www.svcards.com will provide the additional security required to allow you to use your Card for internet purchases as well as requesting a replacement card should your Card become lost or stolen.

Q: Does my gift card expire?

A: Your gift card will expire once the “valid thru” date listed on the front of your gift card has passed. Q: How do I register my personal information and/or find out what my balance and transaction history are on my gift card? There will not be a charge for a replacement Card if you are ordering a replacement Card after your Card expires in order to access unused funds. You may contact us at 1-800-798-4104 to request a new Card after your Card expires.

Q: Can value be added onto my gift card after it is purchased?

A: No, the gift card is disposable. It cannot be reloaded or renewed. When all value is used, the card should be destroyed. Do not give your gift card to a merchant to destroy.

Q: What if my purchase is greater than the value available on my gift card?

A: You must advise the merchant how much is available on your gift card. The merchant would complete a split tender transaction and charge the gift card for the available balance. The remaining amount of your purchase would require another form of payment.

Q: How do I use my gift card at a restaurant?

A: You may use your gift card at a restaurant the same as you do at any other merchant. However, it is common for service-oriented merchants to automatically factor in an additional 25% to cover any tip you may leave on the card. If your total bill, after adding in the additional 25%, exceeds the amount on the gift card, it will be declined. You should ensure that your gift card has an available balance that is 25% greater than your total bill. TO AVOID A DECLINE OF, OR A HOLD ON, YOUR GIFT CARD, YOU CAN ASK THE MERCHANT TO AUTHORIZE A SPECIFIC DOLLAR AMOUNT. WE DO NOT GUARANTEE THAT THE MERCHANT WILL FULFILL THIS REQUEST.

Q: How do I use my gift card at hotels and rental agencies?

A: Like restaurants, companies associated with travel services may automatically factor in an additional 25% to cover incidental charges that you might incur. You should ensure that your gift card has an available balance that is 25% greater than your total bill.

Q: Can I use my gift card at gas stations?

A: We recommend always using your card inside at the register to prevent over authorization which could possibly cause your card to decline.

Q: If my card is lost or stolen, how do I report it?

A: Immediately report your card lost or stolen by calling 1-800-798-4104.

Visa Gift Card - Cardholder Agreement**IMPORTANT - PLEASE READ CAREFULLY****1. Terms and Conditions for the Gift Card**

This document constitutes the agreement (“Agreement”) outlining the terms and conditions under which a **Visa** Gift Card (“Card”) has been issued to you. The **Visa** Gift Card is a prepaid Card

issued by MetaBank®(“Bank”). By accepting and using this Card, signing the back of the Card, activating the Card, or authorizing any person to use the Card, you agree to be bound by the terms and conditions contained in this Agreement. You agree to sign the back of the Card immediately upon receipt. The Card will remain the property of Bank and must be surrendered upon demand. The Card is nontransferable after it has been signed, 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. These terms and conditions apply to both the purchaser and any other user of the Card. It is the purchaser’s obligation to provide these terms and conditions to any user; however, new terms and conditions may be provided, or any other questions or concerns answered, by calling 1-800-798-4104, or by visiting www.svcards.com

2. Definitions

The Card is a prepaid Card loaded with a specific amount of funds, redeemable to buy goods and services anywhere **Visa** debit Cards are accepted. In this Agreement “You” and “your” mean the person or persons who have received the Card and are authorized to use the Card as provided for in this Agreement. “We”, “us”, “our”, and “Bank” mean MetaBank, our successors, affiliates or assignees. The Card is NOT a credit Card. The Card is not connected in any way to any other account. You must register your Card in order for the funds on your Card to be FDIC insured. You may register your Card by going to www.svcards.com or calling 1-800-798-4104. Our business days are Monday through Friday excluding holidays. The Card is not a checking account or connected in any way to any account other than a stored value account where your funds are held.

Fees Associated with your Gift Card**Maintenance Fee**

Subject to applicable law, beginning the 13th consecutive month after there has been no activity on your Card, a monthly maintenance fee of \$3.50 will be assessed to your Card. This fee will be assessed to your Card as long as there are funds remaining on your Card and no further activity has occurred. If further activity occurs, we will wait until the 13th consecutive month to assess the monthly maintenance fee. You may avoid this fee by making regular purchases with your Card.
International Transaction Fee (SVC CHG INTRNTL TRAN): 3% of Transaction amount (see Section on Using Your Card for additional information)

Lost/Stolen Card Replacement Fee If your Card is lost or stolen, there will be a fee of \$10.00 to replace it.

3. Using Your Card

You may use your Card to obtain goods or services wherever the Card is honored. The Card cannot be used to obtain cash, for illegal transactions or on-line gambling activity. 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. Payment for pay-at-the-pump stations must be made inside.

For security reasons, we may limit the amount or number of transactions you can make on your Card. You do not have the right to stop payment on any transaction made with your Card.

Each time you use your Card, you authorize us to deduct the amount of the transaction from the balance of the funds associated with the Card. YOU ARE NOT ALLOWED TO EXCEED THE BALANCE OF THE FUNDS AVAILABLE ON YOUR CARD. If you attempt to use the Card when there are insufficient funds associated with it, the transaction will generally be declined. Nevertheless, if a transaction that exceeds the balance of the funds available on your Card occurs due to a systems malfunction or otherwise, you shall remain fully liable to us for the amount of the transaction.

If you wish to use your Card for a purchase which is greater than the balance of the funds available on your Card, you must tell the merchant to charge only the exact amount of funds available on the Card to the Card and then you must arrange to pay the difference using another payment method. The merchant may require payment for the difference in cash rather than accepting another Card, such as a credit or debit Card. Some merchants may not accept these “split transactions.” If you fail to inform the merchant prior to completing the transaction, your Card is likely to be declined. You may check your balance by going to www.svcards.com or by calling 1-800-798-4104.

If you commence a purchase and then change your mind and fail to make the purchase, after the merchant has already obtained an “authorization” for the transaction, the “authorization” may result in a temporary hold for that amount of funds for up to ten (10) days. Car and hotel authorizations may result in a temporary hold on funds up to thirty (30) days.

4. Personal Identification Number (“PIN”): Your PIN can be located on your card carrier. You may use your Card to at any Point-of-Sale (POS) device which requires entry of a PIN, that bears the **Visa** ® or **NYCE** ® brand. **CARDS ARE NOT ACCEPTED AT ATMs AND CANNOT BE USED TO ACCESS CASH OR OBTAIN CASH BACK IN ANY PURCHASE TRANSACTION.** You will not be able to receive any cash back from any funds on the Card, from an ATM, or at any POS device. You should not write or keep your PIN with your CARD. Never share your PIN with anyone and do not enter your PIN into any terminal that appears to be modified or suspicious. If you believe that anyone has gained unauthorized access to your PIN, you should advise us immediately, following the procedures in Section 13 labeled “Your Liability for Unauthorized Transactions.”

5. Authorized Users

Until you sign, you may present the Card to another person. If you do provide access to your Card or Card number, 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 Card information or have access to your account. 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 or companion 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 provisions in Section 13 labeled “Your Liability for Unauthorized Transactions,” and other applicable law.

6. 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. It may take up to 7 days for the amount of the refund to be credited to your Card.

7. International Transaction Fee (SVC CHG INTRNTL TRAN):

If you obtain your funds (or make a purchase) in a currency or country other than the currency or country in which your Card was issued (“Foreign Transaction”), the transaction will be converted to U.S. Dollars in accordance with the Currency Conversion process below, and you will be charged a fee equal to 3% on the total amount of the transaction in U.S. Dollars. The card association may consider transactions occurring in U.S. territories to be Foreign Transactions, so transactions originating from these locations may be subject to Foreign Transaction Fee. If the Foreign Transaction results in a credit due to a return, we will not refund any Foreign Transaction Fee that may have been charged on your original purchase.

Currency Conversion:

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

8. Receipts

You should get a receipt at the time you make a transaction using your Card. You agree to retain your receipt to verify your transactions.

9. Replacement Card

The funds on your Card do not expire. An expiration date is provided for fraud prevention purposes, as well as it permits your Card to be used with certain internet or mail/telephone orders. You will not be charged a replacement Card fee if you are ordering a replacement Card after your Card expires in order to access unused funds. If your Card still has unused funds on it after your Card expires, you may order a new Card by calling 1-800-798-4104. If your Card is lost or stolen, and you are calling for a replacement Card due to that purpose, you may be charged a Lost/Stolen Card Replacement Fee, as noted in the Fee Chart above, and further explained in Section 13 below. Please report any lost/stolen Cards immediately by calling 1-800-798-4104. Your funds will be temporarily unavailable until you contact customer service for a replacement card.

10. Our Liability for Failure to Complete Transactions

We will not be liable:

- If, through no fault of ours, you do not have enough funds available on your Card to complete the transaction;
- If a merchant refuses to accept your Card;
- 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;
- If access to your Card has been blocked after you reported your Card lost or stolen;
- 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;
- Any other exception stated in our Agreement with you.

11. No Warranty Regarding Goods and Services or Uninterrupted Use

We are not responsible for the quality, safety, legality, or any other aspect of any goods or services you purchase with your Card. From time to time the Card service may be inoperative, and when this happens, you may be unable to use your Card or obtain information about your balance. Please notify us if you have any problems using your Card. You agree that we are not responsible for any interruption of service. In the event a Card is non-functional, your sole remedy may be replacement of a Card.

12. Transaction History

You may obtain information about the amount of money you have remaining in your Card account by calling 1-800-798-4104. This information, along with a 60-day history of account transactions, is also available on-line at www.svcards.com. You also have the right to obtain a sixty (60) day written history of account transactions by calling 1-800-798-4104 or by writing us at Program Headquarters, PO Box 6100, Woodridge, IL 60517.

13. Your Liability for Unauthorized Transactions

You agree to safeguard the Card and treat it like cash. The Card can be replaced if it is lost or stolen or if you believe that an electronic fund transfer has been made without your permission, with certain restrictions.

Tell us, AT ONCE, if you believe your Card has been lost or stolen or of any unauthorized transactions. You should call 1-800-798-4104 immediately to report a lost or stolen Card. You will be required to provide your name, the Card number, original value, and transaction history. Telephoning toll-free the number listed on the back of your Card is the best way of keeping your possible losses down. 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. We will charge a \$10.00 Lost/Stolen Card Replacement Fee (subject to applicable law) for any lost/stolen Card, which will be deducted from the balance on the Card. A reissued Card may take up to 30 days to process. You acknowledge that purchases made with prepaid cards, such as the gift Card, are similar to those made with cash. You cannot “stop payment” or lodge a “billing dispute” on such transactions. Any problems or disputes you may have regarding a purchase should be addressed directly with the merchant. Your liability for unauthorized transactions that take place on the Visa ® 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 POS, Pinless, or any other debit transactions not processed by Visa ®. You may not be entitled to zero dollar liability in the event you did not exercise reasonable care in safeguarding your Card from unauthorized use. For example, if you directly gave permission or implied that a person had the right to use your Card, that use is not unauthorized. Additionally, if you received benefit from the purchase, the use is not unauthorized, and you may not be eligible for this zero liability coverage.

14. Information About Your Right to Dispute Errors

In case of errors or questions about your Card transactions, call at 1-800-798-4104 or write to us at Program Headquarters, PO Box 6100, Woodridge, IL 60517. Contact customer service if you think

your transaction history or receipt is wrong or if you need more information about a transaction listed in your transaction history. You must contact us within sixty (60) days after the earlier of the date you electronically access your account in which the transaction was reflected, or the date we sent the FIRST written history on which the unauthorized transfer 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.

15. 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.

16. 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 Card is issued by Bank pursuant to license from Visa. This Agreement will be governed by the law of the State of South Dakota except to the extent governed by federal law.

17. Amendment and Cancellation

We may amend or change the terms of this Agreement at any time, subject to applicable law. We will never change types or amounts of fees charged or the frequency or condition in which they are charged, expiration dates, the website and toll free number that you can call for questions about your Card, and your available funds will never expire on this Card due to the passage of 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.

18. 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. This information can include:

- Social Security number and other personal information such as name, address and phone number and
- Transaction activity

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

How?

All financial companies need to share customers’ personal information to run their everyday business. 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 sharing.

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?
For our everyday business purposes – such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	YES	NO
For our marketing purposes – to offer our products and	YES	NO

services to you		
For joint marketing with other financial companies	YES	NO
For our affiliates' everyday business purposes – information about your transactions and experiences	NO	We do not share
For our affiliates' everyday business purposes – information about your creditworthiness	NO	We do not share
For our affiliates to market to you	NO	We do not share
For our nonaffiliates to market to you	NO	We do not share

Questions? Call **1-800-798-4104** or go to **www.svcards.com**.

Who is providing this notice?

This privacy policy is provided by MetaBank and applies to your prepaid Card and related products and services.

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 prepaid Card
- Make a purchase or other transaction
- Provide us your name or other information

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 nonaffiliates 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.

Other Important Information

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.

19. Arbitration Disclosure

(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 including the validity, enforceability or scope of this Arbitration Provision or the Agreement. "Claim" includes claims of every kind and nature, including but not limited to initial claims, counterclaims, cross-claims and third-party claims. The term "Claim" is to be given the broadest possible meaning that will be enforced and includes, without limitation, any claim, dispute or controversy that arises from or relates to (i) your Card; (ii) the amount of Available Funds on the Cards; (iii) advertisements, or oral or written statements related to the Card, goods or services purchased with the Cards; (iv) the services related to the Cards; and (v) your purchase, activation, use or upgrade 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 that court.

As used in the Arbitration Provision, the terms "we" and "us" shall mean the Bank, 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 market or provide services), 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.

(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 procedures of the national arbitration organization to which the Claim is referred. 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. You may contact us for instructions on how to obtain copies of any of these organizations' procedures.

(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 PROCEDURES OF THE JAMS, OR AAA, AS APPLICABLE (THE "PROCEDURES"). 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. 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 ("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 fees in connection with the arbitration (or appeal).

(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 Procedure, except that (to the extent enforceable under the FAA) this arbitration Provision shall control if it is inconsistent with the applicable Procedure. 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. 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 Procedure 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. If any portion of this Arbitration Provision is deemed invalid or unenforceable, it shall not invalidate the remaining portions of this Arbitration Provision or the Agreement, both of which shall be enforceable regardless of such invalidity.

This Card is issued by MetaBank, Member FDIC.

5501 S. Broadband Lane
Sioux Falls, SD 57108
1-800-798-4104
www.svcards.com

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