

9.3 **Interruptions of Service.** From time to time, your Card and/or Card Services 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.

**10 Information About Your Right to Dispute Errors**

10.1 In case of errors or questions about your Card transactions, call toll-free the number listed on the back of your Card. You may also call this number to be provided with an address for writing to us. Contact Card Services 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 date you electronically access your account in which the transaction was reflected. You will be required to (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 amount of the suspected error.

10.2 For the purpose of these disclosures, our business days are Monday to Friday, except for public bank holidays.

**11 Amendment and Cancellation**

11.1 We may amend or change the terms of this Agreement at any time without prior notice to you except as required by applicable law. The most current version of this Agreement will be available to you at [www.travelex.com](http://www.travelex.com)

11.2 We may cancel or suspend your Card or this Agreement at any time without prior notice to you, except as required by applicable law. You may cancel this Agreement at any time by writing to or emailing Card Services. Your termination of this Agreement will not affect any of our rights or your obligations arising under this Agreement prior to termination. Should your Card account be closed, you will need to contact us to obtain any balance remaining on the Card, subject to the Balance Refund Fee.

**12 Telephone monitoring**

We may monitor or record telephone calls with you to aid us in the provision of the Card Services, to detect or prevent fraud or other crimes, to help improve our service and for staff training purposes.

**13 Transferring our rights**

We may assign any of our rights and obligations under the Agreement, without your prior consent, to any other person or business, subject to such party continuing the obligations in the Agreement to you.

**14 Arbitration**

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

14.2 **Definitions:** As used in this Arbitration Provision, the term "Claim" means any claim, dispute or controversy between you and us arising from or relating to the Card or this Agreement as well

as any related or prior agreement that you may have had with us or the relationships resulting from this Agreement, including the validity, enforceability or scope of this Arbitration Provision or the Agreements. "Claim" includes claims of every kind and nature, including but not limited to initial claims, counterclaims, cross-claims and third-party claims and claims based upon contract, tort, fraud and other intentional torts, statutes, regulations, common law and equity. The term "Claim" is to be given the broadest possible meaning that will be enforced and includes, by way of example and without limitation, any claim, dispute or controversy that arises from or relates to (i) your Card(s); (ii) the amount of available funds in the Card Accounts; (iii) advertisements, promotions or oral or written statements related to the Card(s), goods or services related to the Card(s); (iv) the benefits and services related to the Card(s); and (v) your enrollment for any Card. We shall not elect to use arbitration under the Arbitration Provision for any Claim that you properly file and pursue in a small claims court of your state or municipality so long as the Claim is individual and pending only in the court. As used in the Arbitration Provision, the terms "we" and "us" shall for all purposes mean MetaBank, wholly or majority owned subsidiaries, affiliates, licensees, predecessors, successors, and assigns; and all of their agents, employees, directors and representatives. In addition, "we" or "us" shall include any third party using or providing any product, service or benefit in connection with any Card(s) (including, but not limited to merchants who accept the Card, third parties who use or provide services, debt collectors and all of their agents, employees, directors and representatives) if, and only if, such third party is named as a co-party with us (or files a Claim with or against us) in connection with a Claim asserted by you. As solely used in this Arbitration Provision, the terms "you" or "yours" shall mean all persons or entities approved by us to have and/or use a Card(s).

14.3 **Initiation of Arbitration Proceeding/Selection of Administrator:** Any Claim shall be resolved, upon the election by you or us, by arbitration pursuant to this Arbitration Provision and the code of procedures of the national arbitration organization to which the Claim is referred in effect at the time the Claim is filed. Claims shall be referred to either the Judicial Arbitration and Mediation Services ("JAMS") or the American Arbitration Association ("AAA"), as selected by the party electing to use arbitration. If a selection by us of one of these organizations is unacceptable to you, you shall have the right within thirty (30) days after you receive notice of our election to select the other organization listed to serve as arbitrator administrator. For a copy of the procedures, to file a Claim or for other information about these organizations, contact them as follows: (i) JAMS at 1920 Main Street, Suite 300, Los Angeles, CA 92614; website at [www.jamsadr.com](http://www.jamsadr.com), or (ii) AAA at 335 Madison Avenue, New York, NY 10017; website at [www.adr.org](http://www.adr.org).

14.4 **Significance of Arbitration:** IF ARBITRATION IS CHOSEN BY ANY PARTY WITH RESPECT TO A CLAIM, NEITHER YOU NOR WE WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM IN COURT OR HAVE A JURY TRIAL ON THAT CLAIM, OR TO ENGAGE IN DISCOVERY EXCEPT AS PROVIDED FOR IN THE CODE OF PROCEDURES OF JAMS OR AAA, AS APPLICABLE (THE "CODE"). FURTHER, YOU WILL NOT HAVE THE RIGHT

TO PARTICIPATE IN A REPRESENTATIVE CAPACITY OR AS A MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION. EXCEPT AS SET FORTH BELOW, THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING. NOTE THAT OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT ALSO MAY NOT BE AVAILABLE IN ARBITRATION.

14.5 **Restrictions on Arbitration:** If either party elects to resolve a Claim by arbitration, that Claim shall be arbitrated on an individual basis. There shall be no right or authority for any Claims to be arbitrated on a class action basis or on bases involving Claims brought in a purported representative capacity on behalf of the general public, other cardholders or other persons similarly situated. The arbitrator's authority to resolve Claims is limited to Claims between you and us alone, and the arbitrator's authority to make awards is limited to you and us alone. Furthermore, Claims brought by you against us or by us against you may not be joined or consolidated in arbitration with Claims brought by or against someone other than you, unless otherwise agreed to in writing by all parties.

14.6 **Location of Arbitration/Payment of Fees:** Any arbitration hearing that you attend shall take place in the federal judicial district of your residence. At your written request, we will consider in good faith making a temporary advance of all or part of the filing administrative and/or hearing fees for any Claim you initiate as to which you or we seek arbitration. At the conclusion of the arbitration (or any appeal thereof), the arbitrator (or panel) will decide who will ultimately be responsible for paying the filing, administrative and/or hearing fees in connection with the arbitration (or appeal). If and to the extent you incur filing, administrative and/or hearing fees in arbitration, including for any appeal, exceeding the amount they would have been if the Claim had been brought in the state or federal court which is closest to your billing address and would have had jurisdiction over the Claim, we will reimburse you to that extent unless the arbitrator (or panel) determines that the fees were incurred without any substantial justification.

14.7 **Arbitration Procedures:** This Arbitration Provision is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C. Sections 1-16, as it may be amended (the "FAA"). The arbitration shall be governed by the applicable Code, except that (to the extent enforceable under the FAA) this arbitration Provision shall control if it is inconsistent with the applicable Code. The arbitrator shall apply applicable substantive law consistent with the FAA and applicable statutes of limitations and shall honor claims of privilege recognized at law and, at the timely request of either party, shall provide a brief written explanation of the basis for the decision. In conducting the arbitration proceeding, the arbitrator shall not apply the Federal or any state rules of civil procedure or rules of evidence. Either party may submit a request to the arbitrator to expand the scope of discovery allowable under the applicable Code. The party submitting such a request must provide a copy to the other party, who may submit objections to the arbitrator with a copy of the objections provided to the request party, within fifteen (15) days of receiving the requesting party's notice. The granting or denial of such request will be in

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

14.8 **Continuation:** This Arbitration Provision shall survive termination of your Card(s) as well as voluntary payment of any debt in full by you, any legal proceeding by us to collect a debt owed by you, and any bankruptcy by you or us. If any portion of this Arbitration Provision is deemed invalid or unenforceable under any principle or provision of law or equity, consistent with the FAA, it shall not invalidate the remaining portions of this Arbitration Provision, the Agreement or any prior agreement you may have had with us, each of which shall be enforceable regardless of such invalidity.

**15 Contact details**

15.1 **Website.** If you have any questions regarding the Card, please visit us at [www.travelex.com](http://www.travelex.com)

15.2 **Customer Service Telephone Number.** If you have any further inquiries, or are dissatisfied with the standard of service, you think we have made a mistake in operating the Card or you require information about your personal information, please contact Card Services at **(877) 856-2471**.

15.3 **Address.** We can be also be contacted by writing to Card Services, Access House, Cygnet Road, Hampton, Peterborough, PE7 8FJ, United Kingdom.

15.4 We may contact you by telephone, letter, SMS or email at the contact details you provide us. You must let Card Services know immediately if you change your name, address, phone number or email address.

**16 Definitions:**

**Additional Card** means an additional Card that may be purchased by you to use as a backup for security purposes.

**ATM** means Automated Teller Machine.

**AUD** means the lawful currency of Australia.

**Bank, we, us, our** means MetaBank, our successors, affiliates or assignees.

**CAD** means the lawful currency of Canada.

**Card** means the "Travel Money Card Prepaid Mastercard", a 'multi-currency' prepaid stored value card with ATM and merchant access and functionality including contactless, as set out in the Agreement. Any reference to Card also includes any Additional Card.

**Card Account** means the aggregate sum of all the funds loaded onto the Card in each Currency and available for transactions;

**Card Services** means any services, including call center services, provided by us or our third party service provider, Mastercard Prepaid Management Services Limited (the "**Program Manager**"), in connection with the Card.

**Currency, Currencies** means, subject to Section 2.4, any one (1) or more of USD, GBP, EUR, CAD, AUD, JPY, MXN and any additional currency that we may make available in connection with the Card from time to time.

**EUR** means the lawful currency of the Eurozone.

**Expiration Date** means the later of either the expiration of the initial Card (including any Replacement Card) issued to you under this Agreement, or the Additional Card.

**GBP** means the lawful currency of Great Britain.

**JPY** means the lawful currency of Japan.

**MXN** means the lawful currency of Mexico.

**My Account** means your unique login information to access the internet site at [www.travelex.com](http://www.travelex.com), which gives access to information about the Card using the security details.

**PIN** means a unique Personal Identification Number allocated to each Card.

**Purchase Location** means any location from which you may purchase the Card within the country of purchase, and/or online as applicable (please refer to the Welcome Booklet for more information).

**USD** means the lawful currency of the United States of America.

**You, your** means the purchaser of the Card who is authorized to use the Card as provided for in this Agreement.

This Card is issued by MetaBank®, Member of FDIC, 5501 S. Broadband Lane, Sioux Falls, SD 57108 **(877) 856-2471** [www.travelex.com](http://www.travelex.com)

Travel Money Card is issued by MetaBank®, Member of FDIC, pursuant to license by Mastercard International Inc. Mastercard is a registered trademark, and the circles design is a trademark of Mastercard International Incorporated. "Travelx™" and the "Travelx Worldwide Money Logo™" are registered trademarks of the Travelx group.

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FACTS	WHAT DOES METABANK DO WITH YOUR PERSONAL INFORMATION?
<b>Why?</b>	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.
<b>What?</b>	The types of personal information we collect and share depend on the product or service you have with us. This information can include: <ul style="list-style-type: none"> <li>Social Security number and income</li> <li>Account balances and Transaction history</li> <li>Credit history</li> </ul> When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.
<b>How?</b>	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.

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

<b>Questions?</b>	Go to <a href="http://www.metabank.com">www.metabank.com</a>
<b>Who we are</b>	
<b>Who is providing this notice?</b>	This privacy policy is provided by MetaBank and applies to MetaBank products and services.
<b>What we do</b>	
<b>How does MetaBank protect my personal information?</b>	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.
<b>How does MetaBank collect my personal information?</b>	We collect your personal information, for example when you <ul style="list-style-type: none"> <li>Open an account or Apply for a loan</li> <li>Make deposits or withdrawals from your account or Provide account information</li> <li>Make a wire transfer</li> </ul> We also may collect your personal information from others, such as credit bureaus, affiliates, or other companies.
<b>Why can't I limit all sharing?</b>	Federal law gives you the right to limit only <ul style="list-style-type: none"> <li>Sharing for affiliates' everyday business purposes – information about your creditworthiness</li> <li>Affiliates from using your information to market to you</li> <li>Sharing for nonaffiliates to market to you</li> </ul> State law and individual companies may give you additional rights to limit sharing. (See below for more on your rights under state law.)
<b>Definitions</b>	
<b>Affiliates</b>	Companies related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> <li>MetaBank does not share with our affiliates.</li> </ul>
<b>Nonaffiliates</b>	Companies not related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> <li>MetaBank does not share with nonaffiliates so they can market to you.</li> </ul>
<b>Joint marketing</b>	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. <ul style="list-style-type: none"> <li>Our joint marketing partner(s) include nonaffiliated financial companies that we may partner with to jointly market financial products or services to you.</li> </ul>
<b>Other important information</b>	
<b>Special Notice for State Residents</b> Residents of California or Vermont: We will not share with nonaffiliates except for our own marketing purposes, our everyday business purposes, or with your consent. Residents of Nevada: We are providing this notice pursuant to Nevada law.	

## Travel Money Card Prepaid Mastercard® Cardholder Agreement

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

This document constitutes the agreement ("**Agreement**") outlining the terms and conditions under which the Travel Money Card Prepaid Mastercard (the "**Card**") has been issued to you. By accepting and using the Card, you agree that you understand and agree to be bound by these terms and conditions. The Card will remain the property of MetaBank® and must be surrendered upon demand. The Card is non-transferable, and it may be cancelled, repossessed, or revoked at any time without prior notice, subject to applicable law. Please keep this Agreement for future reference. For your reference, the definitions of terms used throughout this Agreement can be found at the end of this Agreement.

