# Effective 7/1/2022, your accountholder agreement associated with your eReward Visa® Virtual Account is amended as follows. Virtual Account Use and Fees

Please see below for usage and fees associated with your Virtual Account.

If the Virtual Account includes a notice that activation is required, you must activate the Virtual Account before you may use it. To activate your Virtual Account, call the number or go to the website indicated on your Virtual Account. If the Virtual Account does not include the notice, you do not need to activate your Virtual Account before use.

Virtual Account/Funds Expiration	THE VIRTUAL ACCOUNT WILL EXPIRE NO SOONER THAN SIX MONTHS FROM THE DATE IT WAS ISSUED. The funds expire when the Virtual Account expires. You will not be able to use the Virtual Account after the expiration date. The Virtual Account may not be replaced after the expiration date. If you need a replacement Virtual Account number for any reason other than the Virtual Account's expiration, you may request one at any time
Usage – Domestic Only	Your Virtual Account is valid in the U.S. and the District of Columbia only. It cannot be used at merchants outside of the United States, including Internet and mail/telephone order merchants outside of the United States.
Cash Access	Your Virtual Account cannot be used to obtain cash at an ATM or any purchase transaction.
Non-Reloadable	No additional funds may be added to this Virtual Account by you or the Corporate Sponsor.

# Limits

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Load Limitations	Limit
Maximum Virtual Account balance at any time	\$10,000
Spend Limitations	Limit
Maximum amount of Point of Sale Signature Transaction	\$2,500 Signature purchase, \$2,500 PIN purchase and no more than \$5,000 per day
*Third parties may impose additional limitations.	

eReward Visa® Virtual Accountholder Agreement CUSTOMER SERVICE CONTACT INFORMATION:

Address: P.O. Box 826 Fortson, GA 31808

Website: YourRewardCard.com Phone Number: 1-833-634-3155

IMPORTANT NOTICES:

(1) This Virtual Account has been issued for loyalty/award/promotional purposes pursuant to a conditional offer and is not a gift Virtual Account.

- (2) Any funds remaining after expiration of this Virtual Card will not belong to you or be available to you for additional use. You do not have rights to the funds beyond the authorized use provided for in this Agreement.
- (3) Always know the exact dollar amount available on your Virtual Account. Merchants may not have access to determine your Virtual Account balance.
- (4) If you do not agree to these terms, do not use the Virtual Account and cancel the Virtual Account by calling Customer Service. Any refunds or exchanges are subject to the policy of the Corporate Sponsor
- (5) Treat your virtual card like cash. Never provide the card or card information to someone you don't know - you may lose the money with no recourse.

# Fees and Expiration

Please refer to your Virtual Account and the Virtual Account Use and Fees section of this Virtual Accountholder Agreement for Fees and Expiration Dates associated with your Virtual Account. You may also review Fees and this Accountholder Agreement at YourRewardCard.com.

This Virtual Accountholder Agreement ("Agreement") sets forth the terms and conditions under which a Visa® eReward Virtual Account ("Virtual Account") has been issued to you by Pathward, National Association, Member FDIC. By accepting and using this Virtual Account, activating the Virtual Account, or authorizing any person to use the Virtual Account, you agree to be bound by the terms and conditions contained in this Agreement. In this Agreement "You" and "your" means the person who has received and is authorized to use the Virtual Account. "We," "us," and "our" mean collectively, Pathward, N.A., a national bank, Member FDIC, and its divisions or assignees. "Corporate Sponsor" means the company who has directly or indirectly established this Virtual Account for the purpose of disbursing funds to you. The Virtual Account may be canceled or revoked at any time without prior notice, subject to applicable law. Please read this Agreement carefully and keep it for future reference.

# ABOUT YOUR VIRTUAL ACCOUNT

Your Virtual Account is a prepaid Virtual Account loaded by the Corporate Sponsor, redeemable to buy goods and services anywhere Visa debit Virtual Accounts are accepted, as described in the Virtual Account Use and Fees section. The Virtual Account is NOT a credit card. The Virtual Account is not a checking account or connected in any way to any account other than a stored value account where your funds are held. The expiration date of the Virtual Account and the Virtual Account funds is identified on the Virtual Account. The funds on your Virtual Account will not be insured to you by the Federal Deposit Insurance Corporation ("FDIC"). Pathward, N.A. will act as custodian of your funds upon its receipt of your funds. Once your Card is activated, you will be able to provide Pathward, as custodian, with instructions about the funds accessible through the Card. Activation of the Card authorizes us to hold your funds at Pathward or as custodian to place your funds at one or more participating banks (each a "Program Bank"). If you do not agree to your funds being held by us at Pathward or placed by Pathward as custodian at other Program Banks, please immediately spend all the funds on your Card. The amended terms above will apply to any Virtual Account issued to you prior to or affer the effective date of this amendment. To the extent any terms in your cardholder agreement conflict with the terms above, the terms above shall control. All other terms of your cardholder agreement will remain unchanged. Please read and keep a copy of this notice for your records.

2. USING YOUR VIRTUAL ACCOUNT

# a. Accessing Funds and Limitations

The Corporate Sponsor is fully responsible for ensuring funds are available to be loaded to your Virtual Account. Each time you use your Virtual Account, you authorize us to reduce the value available on your Virtual Account by the amount of the transaction. Your Virtual Account cannot be used for illegal transactions or used for purchases where recurring payments may occur, such as subscriptions, memberships, rentals, etc. For other card usage restrictions, please refer to the Virtual Account Use and Fees section of this Virtual Cardholder Agreement For security reasons, we may limit the amount or number of transactions you can make on your Virtual Account. We may refuse to process any transaction that we believe may violate the terms of this Agreement. YOU ARE NOT ALLOWED TO EXCEED THE BALANCE OF THE FUNDS AVAILABLE ON YOUR VIRTUAL ACCOUNT. If you attempt to use the Virtual Account that the transaction will concernly be declined. Nevertheless, if a transaction that the vice section will concernly be declined. Nevertheless, if a transaction that exceeds the balance. funds associated with it, the transaction will generally be declined. Nevertheless, if a transaction that exceeds the balance of the funds available on your Virtual Account occurs due to a systems malfunction or otherwise, you will remain fully liable to us for the amount of the transaction. We reserve the right to cancel this Virtual Account should you create a negative balance. If you do not have enough funds available on your Virtual Account, you may be able to instruct the merchant perform a "split transaction" to charge part of the purchase to the Virtual Account and pay the remaining amount with another form of payment.

If you allow another person to use the Virtual Account, you will be responsible under this Agreement for all transactions made by that person, regardless of whether you intended to be responsible for all of them, as well as all associated fees and charges, even if any of those transactions, fees or charges caused your balance to go negative.

# Personal Identification Number (PIN)

You will not receive a Personalized Identification Number ("PIN"). However, when you first use the Virtual Account at a merchant's Point of Sale ("POS") device, any 4-digit code will work as the initial PIN for your first PIN-based transaction. After the first PIN-based transaction, you must use the same PIN for each subsequent PIN-based transaction, unless and until you choose to reset the PIN. You have the option to deactivate and reset the current PIN by visiting YourRewardCard. com or by calling customer service at 1-833-634-3155. You will be required to provide information about the Virtual Account (Virtual Account number, expiration date, and security code) prior to resetting the PIN. Once the PIN has been reset, you will then be able to select a new 4-digit PIN during your next PIN-based transaction at a merchant's POS device. You should not write or keep your PIN with your Virtual Account. Never share your PIN with anyone and do not enter your PIN into any terminal that appears to be modified or suspicious.

# Obtaining Virtual Account Balance Information

You may obtain information about the amount of money you have remaining on your Virtual Account at no charge by contacting Customer Service. This information, along with a history of Virtual Account transactions, is also available online by visiting our Website. It may also be possible to request a written copy of Virtual Account transactions by contacting

### **Authorization Holds**

You do not have the right to stop payment on any purchase transaction originated by use of your Virtual Account. With certain types of purchases (such as those made at restaurants, hotels, or similar purchases), your Virtual Account may be "preauthorized" for an amount greater than the transaction amount to cover gratuity or incidental expenses. 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. During this time, you will not have access to preauthorized amounts. 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.

# Returns and Refunds

If you are entitled to a refund for any reason for goods or services obtained with your Virtual Account, the return and refund will be handled by the merchant. If the merchant credits your Virtual Account, the credit may not be immediately available. While merchant refunds post as soon as they are received, please note that we have no control over when a merchant sends a credit transaction and the refund may not be available for a number of days after the date the refund transaction occurs.

## Receipts

You may wish to retain receipts as a record of transactions. You may need a receipt in order to verify a transaction with us or the merchant.

# 3. REPLACEMENT VIRTUAL ACCOUNT

If you need to replace your Virtual Account for any reason, please contact Customer Service. See the table on the back of this Virtual Accountholder Agreement and on the website YourRewardCard.com for more details. Please note that your Virtual Account has a "Valid Thru" date on the Virtual Account. Virtual Account and Virtual Account Funds will expire per the Virtual Account Use and fees section of this Virtual Accountholder Agreement. Expired Virtual Accounts cannot be

#### 4. COMMUNICATIONS

You agree that we may monitor and record any calls or other communications between us and you. You also agree that we or our service providers may contact you by using an automated dialing or email system, by text, or artificial or recorded voice. You agree to pay any service charges assessed by your plan provider for communications we send or make to you or that you send or make to us.

# UNAUTHORIZED TRANSACTIONS

#### **Contact Customer Service Immediately**

If you believe your Virtual Card has been lost or stolen or an unauthorized transaction has been made using the information from your Virtual Card without your permission, contact Customer Service IMMEDIATELY. We will ask for the Virtual Card number and other identifying details. We may not be able to assist you if you do not have the Virtual Card number. We may not be able to assist you if you do not contact us within 60 days of the unauthorized transaction. We will charge a fee as disclosed (subject to applicable law) for any lost/stolen Virtual Card, which will be deducted from the balance on the Virtual Card. A reissued Virtual Card may take up to 30 days to process. NO REFUNDS WILL BE PROVIDED FOR AMOUNTS DEBITED FROM THE LOST OR STOLEN CARD BEFORE YOU NOTIFY US.

# NO WARRANTIES AND LIMITATION OF LIABILITY

We are not responsible for the quality, safety, legality, or any other aspect of any goods or services purchased with a Virtual Account or using the Virtual Account. Further, we will not be liable: 1. If, through no fault of ours, you do not have enough funds available in your Virtual Account to complete the transaction; 2. If a merchant refuses to accept your Virtual Account; 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 Virtual Account has been blocked after you reported your Virtual Account 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; or 8. For any other exception stated in our Agreement with you.

### **LEGAL NOTICES**

# **English Language Controls**

Translations of this Agreement that may have been provided are for your convenience only and may not accurately reflect the original English meaning. The meanings of terms, conditions, and representations herein are subject to definitions and interpretations in the English language

#### b. Assignability

You may not assign or transfer your Virtual Account or your obligations under this Agreement. We may, however, transfer or assign our rights under this Agreement, including any balances in your Virtual Account.

We may amend or change the terms of this Agreement at any time, subject to applicable law. You will be notified of any change to this Agreement in the manner required 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 do not waive our rights by delaying or failing to exercise them at any time (for example, assessing a fee less than described, or not all, for any reason does not waive our right to begin charging the fee as set forth in this Agreement without notice). If any provision of this Agreement is 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 will 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. Should your Virtual Account have a remaining balance after a certain period of inactivity, we may be required to remit the remaining funds to the appropriate state agency.

### PRIVACY

We may provide information to our employees, auditors, affiliates, service providers, or attorneys as needed, or to any third party if you give us your written permission. We may also collect: (1) Information about purchases made with the Virtual Account, such as date of purchase, amount and place of purchase; (2) Information you provide to us when you register a Virtual Account, or for replacement Virtual Accounts, or when you contact us with customer service issues, such as name, address, phone number. We may also disclose information about your Virtual Account or the transactions you make to third parties in order to: (1) complete transactions; (2) verify the existence and condition of your Virtual Account for a third party, such as merchant; (3) provide customer services; (4) process claims for lost or stolen Virtual Accounts; (5) help protect against fraud and to conduct research and analysis; or (6) comply with government agency or court orders, or other legal reporting requirements.

# JURY TRIAL WAIVER AND ARBITRATION

- Jury Trial Waiver: To the extent permitted by law, you and we knowingly and voluntarily waive any right to trial by jury in the event of litigation arising out of or related to this agreement. This Jury Trial Waiver does not modify in any fashion the Arbitration Clause set forth in the following section, which contains its own jury trial waiver.
- Arbitration Clause: You can opt out of this Arbitration Clause within 60 calendar days from the earlier of purchasing, activating, or using the Virtual Account. You must send the opt out notice in writing to Pathward, N.A. Attn: Customer Service, 5501 S Broadband Ln, Sioux Falls, SD 57108 ("Notice Address"). This Arbitration Clause governs any dispute arising under this Agreement, aside from the validity and coverage of this Arbitration Clause. Arbitrations will be conducted under the rules of the arbitration administrator, as chosen by us. Arbitration may be brought by you or us, and we will not demand arbitration if you bring an individual action in small claims court. In addition to the Jury Trial Waiver above, you also waive your rights to be a class member or bring suit in a class action or class arbitration. In order to commence an arbitration, the party bringing the dispute must send the notice and complaint in writing. You must send your notice to the Notice Address. After receiving notice, the other party has 30 days to attempt to resolve the issue before a suit or arbitration commences. We will pay all costs associated with administering an arbitration brought by you in good faith, if you cannot get a waiver and ask us to pay. Further, we will pay legal fees and costs if you win or as required by law or the arbitrator. This Arbitration Clause will stay in force if your Virtual Account is closed or we assign our rights under this Agreement. This Arbitration Clause and any rights to appeal or requests for information will be governed by the Federal Arbitration Act and the rules of the arbitrator.

Prepaid Virtual Account is issued by Pathward, National Association, Member FDIC, pursuant to a license from Visa U.S.A. Inc.

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