GIFT CARD

Vanilla® Gift Card Cardholder and Virtual Accountholder Agreement

TREAT CARD LIKE CASH. NEVER PROVIDE CARD/VIRTUAL ACCOUNT OR CARD/VIRTUAL ACCOUNT INFORMATION TO SOMEONE YOU DON'T KNOW – YOU MAY LOSE YOUR MONEY WITH NO RECOURSE.

CUSTOMER SERVICE CONTACT INFORMATION:

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

Website: VanillaGift.com

Phone Number: 1-833-322-6760

IMPORTANT NOTICES:

(1) Give this document to the recipient of the gift card/virtual account for any future questions or issues.

(2) Please read carefully. This agreement contains an Arbitration Clause requiring all claims to be resolved by way of binding arbitration.

(3) Always know the exact dollar amount available on your card/virtual account. Merchants may not have access to determine your card/virtual account balance.

(4) If you do not agree to these terms, do not use the card/virtual account, save your receipt, and cancel the card/virtual by calling customer service and requesting a refund check.

Fees and Expiration

The Card/Virtual Account has NO FEES AFTER PURCHASE (including dormancy, service or other fees). An activation fee per card/virtual account is paid by the purchaser at the time of purchase.

This Cardholder/Accountholder Agreement ("Agreement") sets forth the terms and conditions under which a Vanilla Visa® or Vanilla Mastercard® Gift Card ("Card") or Virtual Account ("Virtual Account") has been issued to you by MetaBank®, National Association. By accepting and using this Card/Virtual Account, activating the Card/Virtual Account, or authorizing any person to use the Card/Virtual Account, you agree to be bound by the terms and conditions contained in this Agreement. In this Agreement "**You**" and "**your**" mean the person or persons who have received the Card/Virtual Account and are authorized to use the Card/Virtual Account. "**We**," "**us**," and "**our**" mean collectively, MetaBank, N.A., a nationally-chartered savings bank, member FDIC, and its divisions or assignees, and also includes, unless otherwise indicated, our Program Manager. "**Program Manager**" refers to InComm Financial Services, Inc., who performs certain services related to your Card/Virtual Account on behalf of MetaBank, N.A. The Card/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. This Agreement applies to both the purchaser and any other user of the Card/Virtual Account. 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 contacting Customer Service.

1. ABOUT YOUR CARD/VIRTUAL ACCOUNT

The Card/Virtual Account is a prepaid card loaded with a specific amount of funds, redeemable to buy goods and services at any merchant that accepts Visa or Mastercard debit cards/virtual accounts. No additional funds may be added to this Card/Virtual Account. The Card/Virtual Account is NOT a credit card. The Card/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.

2. USING YOUR CARD/VIRTUAL ACCOUNT

a. Accessing Funds and Limitations

You may use your Card/Virtual Account to obtain goods or services wherever Visa or Mastercard is honored. Each time you use your Card/Virtual Account, you authorize us to reduce the value available on your Card/Virtual Account by the amount of the transaction. Your Card/Virtual Account cannot be: (1) redeemed for its cash value; (2) used to obtain cash in any transaction; (3) used for illegal transactions; (4) used to make foreign transactions; or (5) used for purchases where recurring payments may occur, such as subscriptions, memberships, rentals, etc. For security reasons, we may limit the amount or number of transactions you can make on your Card/Virtual Account and/or limit the acceptance of your Card/Virtual Account a certain merchants. 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 CARD/VIRTUAL ACCOUNT. If you attempt to use the Card/Virtual Account 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/Virtual Account occurs due to a systems malfunction or otherwise, you will remain fully liable to us for the amount of the transaction. If you do not have enough funds available on your Card/Virtual Account, you may be able to instruct the merchant to perform a "split transaction" to charge part of the purchase to the Card/Virtual Account and pay the remaining amount with another form of payment. You are responsible for all transactions initiated by use of the Card/Virtual Account. If you permit another to have access to the Card/Virtual Account or Card/Virtual Account number, we will treat this as if you have authorized such use and you will be liable for all transactions incurred by such persons.

Your Card/Virtual Account is valid in the U.S. only. It cannot be used at merchants outside of the United States, including internet and mail/telephone order merchants outside of the United States Virtual Accounts may be used for electronic commerce, mail order and/or telephone order purchases only and will not be accepted for purchases at physical retail locations unless the Virtual account is added to a digital wallet, and subject to any additional terms set forth by us and/or the digital wallet provider.

b. Personal Identification Number ("PIN")

You will not receive a Personalized Identification Number ("PIN") with the Card/Virtual Account. However, when you first use the Card/Virtual Account at a merchant's Point of Sale ("POS") device, any four-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. Choose a PIN that you can remember easily. If you need to reset the Card/Virtual Account's PIN, please visit www.VanillaGift.com or call 1-833-322-6760. You will be required to provide information about the Card/Virtual Account (account number, expiration date and security code) to reset the PIN. You should not write or keep your PIN with your Card/Virtual Account. Never share your PIN with anyone and do not enter your PIN into any terminal that appears to be modified or suspicious.

c. Obtaining Card/Virtual Account Balance Information

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

d. Authorization Holds

You do not have the right to stop payment on any purchase transaction originated by use of your Card/Virtual Account. With certain types of purchases (such as those made at restaurants, hotels, rental car agencies, airlines, cruise lines, or similar purchases), your Card/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.

e. Returns and Refunds

If you are entitled to a refund for any reason for goods or services obtained with your Card/Virtual Account, the return and refund will be handled by the merchant. If the merchant credits your Card/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.

f. 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 CARD/VIRTUAL ACCOUNT

If you need to replace your Card/Virtual Account for any reason, please contact Customer Service. See the table above for applicable fees. Please note that your Card/Virtual Account has a "Valid Thru" date on the front of the Card/Virtual Account. You may not use the Card/Virtual Account after the "Valid Thru" date. However, even if the "Valid Thru" date has passed, the available funds on your Card/Virtual Account do not expire. You will not be charged a fee for replacement cards/virtual accounts that we send due to expiration of the Card/Virtual Account.

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.

5. UNAUTHORIZED TRANSACTIONS

If you believe your Card/Virtual Account has been lost or stolen or an unauthorized transaction has been made using the information from your Card/Virtual Account without your permission, contact Customer Service IMMEDIATELY. We will ask for the Card/Virtual Account number and other identifying details. **We may not be able to assist you if you do not have or provide the Card/Virtual Account number or other information we request**. We may not be able to assist you if you do not contact us within 60 days of the unauthorized transaction. If we issue a replacement Card/Virtual Account, the replacement Card/Virtual Account will have a value equal to the available balance on the Card/Virtual Account at the time you notified us of the loss or theft. **NO REFUNDS WILL BE PROVIDED FOR AMOUNTS DEBITED FROM THE LOST OR STOLEN CARD/VIRTUAL ACCOUNT BEFORE YOU NOTIFY US**. A reissued Card/Virtual Account may take up to 30 days to process.

6. 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 Card/Virtual Account. Further, we will not be liable: (1) If, through no fault of ours, you do not have enough funds available on your Card/Virtual Account to complete the transaction; (2) If a merchant refuses to accept your Card/Virtual Account; (3) If an electronic terminal where you are making a transaction does not operate properly; (4) If access to your Card/Virtual Account has been blocked after you reported your Card/Virtual Account lost or stolen; (5) If circumstances beyond our control (such as fire, flood or computer or communication failure) prevent the completion of the transaction; or 6) For any other exception stated in our Agreement with you.

7. LEGAL NOTICES

a. 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 Card/Virtual Account or your obligations under this Agreement. We may, however, transfer or assign our rights under this Agreement, including any balances in your Card/Virtual Account.

c. Other Terms

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 Card/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.

8. 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 Information about purchases made with the Card/Virtual Account, such as date of purchase, amount and place of purchase, for replacement Cards/Virtual Accounts, or when you contact us with customer service issues, such as name, address, phone number.

We may also disclose information about your Card/Virtual Account or the transactions you make to third parties in order to: (1) complete transactions; (2) verify the existence and condition of your Card/Virtual Account for a third party, such as merchant; (3) provide customer services; (4) process claims for lost or stolen Cards/Virtual Accounts; (5) help protect against fraud and to conduct research and analysis; or (5) comply with government agency or court orders, or other legal reporting requirements.

9. JURY TRIAL WAIVER AND ARBITRATION

a. 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.

b. Arbitration Clause: You can opt out of this Arbitration Clause within 60 calendar days from the earlier of purchasing, activating, or using the Card/Virtual Account. You must send the opt out notice in writing to MetaBank, 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 Card/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 card is issued by MetaBank, National Association, Member FDIC, pursuant to license by Mastercard International Incorporated or a license from Visa U.S.A., Inc.

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