

VERSION: GIFT**PREPAID GIFT CARD CARDHOLDER AGREEMENT**

This Prepaid Gift Card Cardholder Agreement (the "Agreement") contains the terms and conditions that govern your use of the Card. Fifth Third Bank is the bank that issued the Card ("Issuer") The Issuer is referred to in this Agreement as "we", "us" or "Issuer" Card means the card enclosed with this Agreement. By keeping, using and/or signing the Card, you agree to be bound by this Agreement which includes a BINDING ARBITRATION AND JURY TRIAL WAIVER provision. You should read this Agreement carefully and retain a copy for your future reference. If you do not agree to the terms and conditions in this Agreement, do not use the Card and close the Card as set forth in Section 15 below.

Customer Service. In the event you need to contact us, you should call us at **1-855-428-PAID (7243)** or write to us at: **8500 Governors Hill Drive, Cincinnati, OH 45249-1384, Attention: Prepaid Customer Service Manager.** You also may obtain information about the Card and Card services at www.agileprepaid.com. The Issuer's Privacy Policy www.53.com/site/global/privacy-security/consumer/privacy-policy.html or www.agileprepaid.com.

You also may obtain information about the Card and Card services at www.agileprepaid.com. You may also obtain a copy of the Issuer's Privacy Policy at www.53.com/site/global/privacy-security/consumer/privacy-policy.html or attached as Schedule I hereto. Information about the card and card services including the privacy policy may be amended from time to time pursuant to this Agreement.

Activate Your Card. Before using your Card, you will need to activate your card. To activate your card you will need the 16-digit card number. When you activate the Card, we may ask you for certain information that will allow us to identify you, such as your name, address, date of birth, social security number and/or phone number. You can activate your Card by calling (855) 428-PAID (7243). You must create a 4 digit Personal Identification Number (PIN) before you can activate your card. You must sign the back of the Card before using. By activating your Card you have agreed to the terms and conditions of this Agreement.

CARD FEE SCHEDULE

The following fees apply to your purchase and use of the Card, except where prohibited by applicable law in the state in which the Card was purchased. Issuer reserves the right to add, subtract or modify these fees at any time pursuant to Section 26 or as otherwise provided in this Agreement. Issuer reserves the right to add, subtract or modify these fees at any time.

Description	Fee
Purchase Fee	As disclosed at time of purchase
Monthly Maintenance Fee (after 13 consecutive months of inactivity; except where prohibited by law) We will charge a Monthly Maintenance Fee on accounts until the balance reaches a \$0 balance or we must escheat the funds to the state or governmental authority as described below.	\$2.99
Call to live operator, except where prohibited by law	\$1.00
Reissue Fee – applied when a replacement is requested	\$10.00 + postage per card

Monthly Maintenance and Operator fees are not applicable in the following states: Alabama, Connecticut, Delaware, Hawaii, Maine, New Hampshire, New Jersey, Texas, Vermont and Washington.

CARD LIMITATIONS SCHEDULE

	Minimum	Maximum
Load and Balance Limits		
Initial Load at Activation (\$)	\$1	\$500
Card Balance (\$)	N/A	\$500
Transaction Limits (POS Terminals)		
Transactions Per Day (#)	N/A	7 per rolling 24 hour period
Daily Transaction Amount (\$)	N/A	\$500 per rolling 24 hour period
Single Transaction Amount (\$)		\$500 per transaction

GENERAL TERMS AND CONDITIONS

1. **Definitions.** The following terms and definitions apply when used in this Agreement:

Business Day – means any day on which our offices are open to the public for carrying on substantially all of our business functions. Our Business Days are Monday through Friday. Holidays and days on which we may be closed due to emergency conditions are not included.

Card – means the non-personalized non-reloadable prepaid debit card that is issued by us and provided to you in connection with this Agreement (including the Card number, as the context may require, and including multiple, replacement, or substitute Cards, as the case may be, issued in connection with this Agreement).

Terminal – means any point of sale (“POS”) terminal which may be used to access Card funds or conduct transactions using the Card.

You and your – means the person to whom the Card is issued.

We, us, and our – means Issuer, or as applicable and as the context may require, any agent, independent contractor, designee, or assignees that we may, in our sole discretion, involve in the processing of Card transactions, or the management of the Card program, and with respect to any **ARBITRATION AND JURY TRIAL WAIVER** provisions in this Agreement such terms also mean and refer to Issuer and its parent(s), subsidiaries, affiliates, employees, officers, directors, agents and representatives, as may exist from time to time.

Other definitions may appear elsewhere within this Agreement.

2. **The Card.** YOU SHOULD TREAT THIS CARD THE SAME AS CASH. IF YOUR CARD IS LOST OR STOLEN, YOU COULD LOSE ALL OR SOME OF THE MONEY ON YOUR CARD. You agree that the Card is a non-reloadable prepaid debit card. The Card is not a credit card or a deposit account debit card. There is no credit line or credit card, overdraft protection or deposit account associated with your Card. You will not receive any interest on the money loaded on your Card. YOUR FUNDS ARE NOT INSURED BY THE FEDERAL DEPOSIT INSURANCE CORPORATION. The monetary value accessible through use of the Card is limited to the funds that were loaded on the Card at the time of

purchase and may not exceed \$500. Cards may be subject to a minimum load amount at the time of purchase. The Card is not and does not access an individual bank "account" for purposes of certain laws and regulations (including, but not limited to, Regulation E and Regulation DD of the Board of Governors of the Federal Reserve System). However, we may use the term "account" and related terms for convenience from time to time when communicating with you about the Card and transactions and inquiries made with the Card. You may access the funds loaded to the Card and perform Card transactions only as described in this Agreement. You cannot connect the Card to any deposit or credit account that you may have with us or with any other financial institution, except as provided in this Agreement. You may not obtain or write checks or drafts to access Card funds. In our sole discretion we may refuse to issue a Card to anyone for any reason. Please know that your Card cannot be reloaded with more money.

- 3. Certain Card Restrictions. The Card is the property of Issuer and we grant you the use of the Card solely for the purposes outlined in this Agreement. To the extent permitted by law, we may terminate or suspend your right** to use the Card or to access the funds loaded onto the Card at any time without notice or liability (whether or not you are in default of any part of this Agreement). You must surrender the Card, either upon direct request by us, or any other financial institution or merchant who is acting upon our instructions. Termination whether by your or by Issuer, shall not affect prior transactions or obligations relating to your Card existing at the time of termination. The Card is not for resale and is nontransferable. The Card is not designed for business use, and we may close your Card if we determine that it is being used for business purposes. We may refuse to process any transaction that we believe may violate the terms of this Agreement. You may not request an additional Card for another person. You may not use your Card to obtain cash from an Automated Teller Machine ("ATM"), POS device, or by any other means.
- 4. Authorized Users.** You are responsible for all transactions initiated and fees incurred by use of your Card. When you give someone your Card, Card number or PIN, you are authorizing that person to use your Card, and you are responsible for all transactions that person performs while using your Card. All transactions that person performs, even those transactions you did not intend or want to have performed, are authorized transactions. Fraudulent transactions conducted by an Authorized User or by someone acting with an Authorized User's consent are treated as authorized transactions.
- 5. Transactions with Your Card; Limitations.** Subject to this Agreement, you may use the Card to purchase goods or pay for services that accept MasterCard or Visa or any other networks displayed on your card(s) (including transactions conducted over the Internet). Your Card is capable of performing both PIN-based and signature-based transactions. Some of these services may not be available at all Terminals or on all electronic funds transfer networks, and some merchants or other third parties may not accept the Card for all transactions and services. We will not be liable or responsible for any merchant's inability or refusal to honor your Card. No rental car or ATM transactions are allowed with your Card and you cannot obtain cash back when you make a POS transaction. Your prepaid Card may not be used outside of the U.S. If sufficient funds are not available on your Card, the transaction will be declined. When using your Card for Internet purchases, the billing zip code you entered on the Merchant site must be the same zip code you used to activate your Card.
- 6. Preauthorization Requests for Certain Purchases:** Merchants such as restaurants may obtain an authorization on the Card for an amount up to 20% more than the total bill to cover any gratuity you may add. When you pay at the pump, gas stations may secure an authorization on the Card for \$100 or more to ensure that adequate funds are available to cover the final purchase amount. The amount of the preauthorization will be held and unavailable until the actual transaction posts (typically within seven business days) but only the amount **of the actual transaction** will be deducted from the Card.

- 7. Balance and Transaction History.** It is your responsibility to keep a record of your transactions and the fees imposed on your Card so that you always will know the current amount of money on your Card. You may inquire about the balance of funds available on your Card by calling 1-855-428-PAID (7243) or online at www.agileprepaid.com. Because of operational constraints related to processing or posting transactions on your Card, balance information and transaction histories you obtain may not reflect transactions that are still in process at the time the information is provided.
- 8. Cards Available for Use Only in the United States.** This Card is issued for domestic use only. It cannot be used at merchants outside of the United States, including Internet and mail/telephone order merchants out of the United States.
- 9. Transactions with Merchants.** We are not responsible for the quality of goods, property, or services you purchase with the Card. Any claims concerning goods, property, or services purchased with the Card must be resolved by you directly with the merchant and are subject to the merchant's return policies. If you are entitled to a refund for goods or services purchased with your Card, you acknowledge and agree that credits to your Card for such refunds may not be applied to the Card and will be subject to the Merchant's refund policy. No cash refunds will be made by us to you on Card purchases.
- 10. Illegal, Gambling and High-Risk Transactions.** You agree that you will not use the Card for any transaction that is illegal in the jurisdiction where you live, in the jurisdiction where the transaction occurs, or in any other jurisdiction affected by the transaction. You understand that it is your responsibility to determine the legality of each transaction in all applicable jurisdictions before entering into such transaction. You agree that we have no obligation to monitor, review or evaluate your Card transactions for legality and that we may assume that all of your Card transactions are legal. You also agree that you will not use your Card in connection with any Internet or on-line gambling transaction, whether or not gambling is legal in any applicable jurisdiction. We reserve the right to decline any transaction that we believe is an illegal transaction, an Internet or on-line gambling transaction or other high-risk transaction. To the fullest extent permitted by law, you further agree that we are not responsible for the recovery or reimbursement to you of any funds transferred in connection with any transaction authorized by you that is determined to be illegal.
- 11. Terminals.** Although Terminals should be generally reliable, they may not always be operating properly and available for your use at all times. You agree that we will not be liable to you for any damages resulting from the unavailability or failure of Terminals to operate, except as required by applicable law.
- 12. Lost or Stolen Cards:** IF YOUR CARD IS LOST OR STOLEN, CONTACT US IMMEDIATELY AT 1-855-428-PAID (7243). TO REPLACE A LOST OR STOLEN CARD, YOU MUST PROVIDE THE CARD NUMBER AND ANY OTHER INFORMATION WE MAY REQUEST, SUCH AS DATE OF PURCHASE, ORIGINAL VALUE LOAD AND TRANSACTION HISTORY. We may require you to provide a copy of the purchase receipt for the Card. If there are available funds remaining on the Card, we will cancel the Card and send you a replacement Card. A replacement Card may take up to 30 days to process. NO REFUNDS WILL BE PROVIDED FOR AMOUNTS DEBITED FROM YOUR LOST/STOLEN CARD BEFORE YOU NOTIFY US. We reserve the right to decline to issue a replacement Card for lost or stolen Cards. If you do not obtain a replacement Card and you have available funds remaining, those funds may be presumed abandoned after a specified period of time, as provided by applicable law. See [Abandoned or Dormant Cards \(below\)](#).
- 13. Information About Your Right to Dispute Errors.** You are responsible for resolving disputes arising out of the Card transactions, including disputes related to the quality, safety or legality of merchandise or services. In case of errors or questions about our Card transactions, call if you think your receipt, balance or transaction history is wrong or if you need more information about a transaction on your receipt or transaction history.

14. No Liability to Complete Transactions: We will not be liable to complete transactions:

- i) If through no fault of ours, you have insufficient funds on your Card;
- ii) When your Card balance reaches zero (\$0), in which case the Card will be closed;
- iii) If circumstances beyond our control (such as fire, flood or other natural disasters, telecommunication or electrical outages and malfunctions, postal strikes or delays, or computer system failures) prevent the transaction; or
- iv) If your funds are being held or frozen or are subject to legal process, court order, or other restriction prohibiting the transaction; or
- v) If making the transfer would cause us to violate any law, rule or regulation to which we are subject; or
- vi) If the Terminal is not working properly and you knew about the breakdown when you started the transfer; or
- vii) If your Card has been closed or cancelled or if we consider your Card to be dormant or inactive under our policies and procedures.
- viii) There may be other exceptions stated in our Agreement or otherwise provided by applicable law.

15. Disclosure of Information to Third Parties. We will disclose information to third parties about your Card or the transactions you make:

- i. Where it is necessary for completing transactions,
- ii. In order to comply with government agency or court orders, or other regulatory requirements,
- iii. If you give us your written permission, or
- iv. In connection with fraud prevention or investigation; or
- v. Otherwise as disclosed in our privacy policy.

16. Fees and Charges for Use of the Card. You authorize us to deduct the fees disclosed in this Agreement from the funds stored on your Card without any further notice or demand. The Monthly Maintenance Fee will not be deducted from your Card balance until after thirteen (13) consecutive months of inactivity, except where prohibited by law. We reserve the right to change fees, except where prohibited by law. Please go to www.agileprepaid.com or contact us at the customer service telephone number provided in this Agreement for current information about applicable fees.

17. Card Expiration. Subject to applicable law, you may use the Card only through the “valid thru”/“good-thru” date on the front of the Card. If you attempt to use the Card after the “valid thru”/“good-thru” date, the transactions may not be processed. The Card and funds associated therewith are valid through the “valid thru”/“good-thru” date shown on the front of the Card or until the value on the Card reaches zero, except where prohibited by law.

18. Card Closing. The term “close” means any action by us to terminate or suspend your right to use the Card. We may, without any liability to you, close the Card at any time, for any reason or no reason, without prior notice, subject to applicable law. Once the Card is closed, you may no longer use the Card. We may, in our sole discretion, honor or reject transactions on your Card after the Card has been closed, and we will have no liability to you for such actions. Acceptance of any transaction after the Card has been closed does not obligate us to reactive the Card. No closing of the Card will affect any of our rights or your obligations and responsibilities arising prior to such closing, or which by their nature or by express provision are intended to survive such closing. You may not cancel your Card except as allowed by applicable law. If allowed by applicable law, you may cancel your Card by notifying us at the customer service telephone number provided in this Agreement. If you cancel your Card or your Card is closed and you have available funds remaining, you must contact us at 1-855-428-7243 (PAID) and provide us with your name and address in order for us to be able to issue you a refund of those funds. If you do not contact us, the funds will be presumed abandoned after a specified period of time, as provided by applicable law. See Abandoned or Dormant Cards (below).

19. Abandoned or Dormant Cards. If you do not use your Card, it may be presumed abandoned after a specified period of time, as provided by applicable law, or may be considered dormant or inactive

according to our internal policies and procedures. You may request current information about our policies and procedures [and dormancy charges] from any of our customer service representatives. If we consider your Card to be inactive or dormant, we also may (to the extent not prohibited by applicable law) refuse to approve transactions made with the Card. Cards that are presumed to be abandoned will be escheated to the applicable state to the extent required by applicable law.

- 20. Disclaimers; Indemnification.** NOTWITHSTANDING ANY OTHER TERM OR CONDITION OF THIS AGREEMENT, YOU AGREE THAT WE SHALL NOT BE LIABLE TO YOU OR ANY OTHER PARTY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL (INCLUDING LOST PROFITS), INCIDENTAL, EXTRAORDINARY, EXEMPLARY OR PUNITIVE DAMAGES, EVEN IF WE HAVE BEEN SPECIFICALLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU EXPRESSLY AGREE THAT YOUR USE OF THE CARD AND RELATED SERVICES AND DATA IS AT YOUR SOLE RISK. THE CARD AND ALL RELATED SERVICES AND DATA ARE PROVIDED "AS IS" WITH NO WARRANTIES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF AVAILABILITY, RELIABILITY, TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. In providing the Card and related services and data to you, we assume no responsibility beyond the exercise of ordinary care, and we disclaim any duty or responsibility other than those expressly set forth in this Agreement. You agree that we will not be liable for any loss or damage due to delays or failure to perform resulting from circumstances beyond our reasonable control (such as telecommunication or electrical outages and malfunctions, postal strikes or delays, computer system failures or natural disasters). The time, if any, required for such performance under this Agreement shall be automatically extended during the period of such delay or interruption. If we take any action with respect to your Card in accordance with your instructions or orders, or in accordance with this Agreement, or if you breach any term or condition of this Agreement or law, and we incur any loss, liability, damage, cost or expense (including reasonable attorney's fees) as a result of any claim, demand, action, suit or proceeding brought or made by any party, you agree to indemnify and hold us harmless from and against such loss, liability, damage, cost or expense and to reimburse us for the amount thereof.
- 21. Communications.** You agree that we may (without any obligation) record, retain, and/or monitor any communications (including, without limitation, telephone conversations) between you and us without further notice to any person. All such communications recorded, retained, or monitored by us shall be and remain our property.
- 22. Changes to Agreement.** Except where prohibited by applicable law, we have the right to change the terms of this Agreement and/or the fees and charges, features, operational elements, and other terms and conditions applicable to the use of the Card or transactions made with the Card, at any time in our sole discretion by posting notices of changes on our web site at www.agileprepaid.com.
- 23. Assignment.** Your Card and your obligations under this Agreement may not be assigned. We may assign this Agreement and/or any or all of our rights hereunder, or delegate any or all of our responsibilities hereunder, to any third party in our sole discretion and without notice to you, subject to the requirements of applicable law. Subject to the foregoing, this Agreement shall be binding on the parties hereto and our respective successors and assigns.
- 24. Severability; No Waiver.** If any provision of this Agreement shall be deemed unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions. Our failure to enforce the strict performance of any provision of this Agreement will not constitute a waiver of our right to subsequently enforce such provision or any other provisions of this Agreement. With regard to terms used in this Agreement, the singular number shall include the plural and the plural shall include the singular, as appropriate. The headings used in this Agreement are for convenience only and shall not be held to limit or affect the terms of this Agreement.
- 25. Applicable Law.** This Agreement and your use of the Card are governed by and interpreted under the laws of the State of Ohio without reference to principles of conflicts of laws.

26. **ARBITRATION AND WAIVER OF JURY TRIAL.** Subject to and except as expressly provided in the complete Arbitration Provision set forth in the Quick Links section (upper right corner) of our website www.agileprepaid.com, which Arbitration Provision is included and made a part of this Agreement, you and we agree that either party may elect to resolve by **BINDING ARBITRATION** any controversy, claim, counterclaim, dispute or disagreement between you and us, whether arising before or after the effective date of this Agreement (any "Claim"). This includes, but is not limited to, any controversy, claim, counterclaim, dispute or disagreement arising out of, in connection with or relating to any one or more of the following: (1) the interpretation, execution, administration, amendment or modification of the Agreement; (2) any Card or related service; (3) any charge or cost incurred pursuant to the Agreement; (4) the collection of any amounts due under the Agreement or any Card or related service; (5) any alleged contract or tort arising out of or relating in any way to the Agreement, any account, any transaction, any advertisement or solicitation, or your business, interaction or relationship with us; (6) any breach of any provision of the Agreement; (7) any statements or representations made to you with respect to the Agreement, any Card or related service, any transaction, any advertisement or solicitation, or your business, interaction or relationship with us; or (8) any of the foregoing arising out of, in connection with or relating to any agreement which relates to the Agreement, any Card or related service, any transaction or your business, interaction or relationship with us. If either party elects to arbitrate, the Claim shall be settled by **BINDING ARBITRATION** under the Federal Arbitration Act ("FAA"). You may obtain a copy of the Arbitration Provision from our website at www.agileprepaid.com or by contacting us at the customer service telephone number provided in this Agreement. Whether any controversy is arbitrated or settled by a court, you and we voluntarily and knowingly waive any right to a jury trial with respect to such controversy to the fullest extent allowed by law. The Arbitration Provision, the agreement to arbitrate disputes and waiver of jury trial shall survive the expiration of your Card, closing of your account and the termination of this Agreement.