

ProPay Prepaid Mastercard® Cardholder Agreement

CUSTOMER SERVICE CONTACT INFORMATION:

Address: 3400 N Ashton Blvd, Lehi, UT 84043
Website: <https://www.propay.com>
Phone Number: 1-800-365-7816

IMPORTANT NOTICES:

- (1) THIS CARD IS ESTABLISHED FOR BUSINESS OR COMMERCIAL PURPOSES, AND NOT INTENDED FOR ANY PERSONAL, FAMILY, OR HOUSEHOLD USE.
- (2) PLEASE READ CAREFULLY. THIS AGREEMENT CONTAINS AN ARBITRATION PROVISION REQUIRING ALL CLAIMS TO BE RESOLVED BY WAY OF BINDING ARBITRATION.
- (3) ALWAYS KNOW THE EXACT DOLLAR AMOUNT AVAILABLE IN THE PROPAY ACCOUNT. MERCHANTS MAY NOT HAVE ACCESS TO DETERMINE THE ACCOUNT BALANCE. TO FIND OUT WAYS YOU CAN FIND YOUR ACCOUNT BALANCE, CONTACT CUSTOMER SERVICE.
- (4) THIS AGREEMENT GOVERNS USE OF YOUR CARD AS ISSUED BY METABANK ONLY. YOUR BALANCE AND USE OF YOUR PROPAY ACCOUNT ARE GOVERNED BY SEPARATE TERMS AND CONDITIONS.
- (5) BY USING THE CARD, YOU AGREE TO THESE TERMS OF USE. IF YOU DO NOT AGREE TO THESE TERMS, CALL CUSTOMER SERVICE TO CLOSE THE CARD.

This Cardholder Agreement ("Agreement") sets forth the terms and conditions under which the ProPay Prepaid Mastercard ("Card") has been issued to you by MetaBank®. "You" and "your" means the person, persons, or incorporated entity who has received and is authorized to use the Card for business purposes as provided for in this Agreement. "We," "us," and "our" mean MetaBank, a federally chartered savings bank, Member FDIC, and its divisions, successors, affiliates or assignees and also includes, unless otherwise indicated, our Program Manager. "Program Manager" refers to ProPay, Inc., who performs certain services related to your Card on our behalf. "ProPay Account" or "Account" means the account established for you by ProPay at Wells Fargo Bank, N.A., a national banking association. MetaBank is not responsible and disclaims all liability for operation of the ProPay Account and protection of the funds therein. Any concerns or disputes regarding your ProPay Account or balance should be directed towards customer service for that Account. Any closure of the ProPay Account or violation of the Account agreements will result in closure of the Card. The Card is nontransferable, 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.

Fees Associated with the Card			
Fee Category	Fee Type	Account History	Amount
Get Cash	ATM Fee	PPMC ATM Fee	\$2.50*
	International ATM Fee (Outside the 50 United States)	Foreign PPMC ATM Fee	\$3.50*
Account Information	ATM Inquiry Fee	PPMC Balance Inquiry Fee	\$1.00
Other Services	Monthly Statement Fee	Monthly Statement Fee	\$9.99
	Card Replacement Fee	PPMC Replacement Fee	\$4.95
<i>*Third-party fees may apply</i>			
<i>For information on additional fees associated to the Account, please consult your Account agreements.</i>			
Questions? Please contact Customer Service at 1.866.573.0951 or www.propaypayments.com .			
ATM Fees: When you use an ATM, a fee may be charged by the ATM operator or any network used to complete the transaction (and a fee may be charged for a balance inquiry even if you do not complete a fund transfer).			
International ATM Fee: If you obtain your funds in a currency or country other than the currency or country outside of the United States ("Foreign Transaction"), you will be charged a \$3.50 International ATM Fee. 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 an International ATM Fee.			
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 Incorporated 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. You will be charged a fee for International ATM Transactions in U.S. dollars as disclosed in the fee schedule. If the International ATM Transaction results in a credit due to a return, we will not refund any fee that may have been charged on your original purchase. If you make a Foreign Transaction that is later returned we will post a credit for the full amount of the original transaction, but will debit the difference between the currency conversion rate at the time of the original transaction and the currency conversion rate at the time of the return. This will show as a "Returned FX Difference" on the Account history.			

1. ABOUT THE CARD

Your Card is a debit card, which allows you to access funds loaded to the ProPay Account. This Card has been issued for making business-related purchases or paying business-related bills. In the event we believe a Card is used for consumer purposes, we may close your Card. The Card is not a gift card or credit card. We may close your Card at our discretion or refuse to process any transaction that we believe may violate the terms of this Agreement or represents illegal or fraudulent activity.

2. USING THE CARD

a. Accessing Funds and Limitations

You must have funds available in your ProPay Account to use the Card. You do not have the ability to directly load funds to your Card. We are not responsible for storing funds or ensuring that there are funds available in your Account to be accessed by the Card. Each time you use the Card by presenting your Card in person, or by authorizing use of your Card by giving your Card number you authorize us to access your ProPay Account for the amount of the transaction and applicable fees. Transaction limitations may apply as described in this Agreement. You Card may be used at any participating merchant or automated teller machine ("ATM") anywhere Debit Mastercard® is accepted or that displays the Mastercard brand mark or PULSE® brand mark as long as you do not exceed the value available in your Card account.

For security reasons, we may limit the amount or number of transactions you can make with the Card. We may refuse to process any transaction that may violate this Agreement. If you use your Card number without presenting your Card (such as for an internet transaction, a mail order or a telephone purchase), the legal effect will be the same as if you used the Card itself.

You may use the Card for the following types of transactions:

(i) **Automatic Recurring Payments.** You may arrange for certain types of recurring payments to be made automatically by your Card. To initiate these automatic recurring payments, you must use your 16-digit Card number and the payment must be made through a merchant that accepts Debit Mastercard or cards accessible through the PULSE network.

(ii) **ATM and Financial Institution Transactions.** You may use your Card to obtain cash at participating ATMs and financial institutions that accept Debit Mastercard or that display the Mastercard brand mark or PULSE brand mark. The services available at ATMs may vary by ATM. Certain ATMs may impose separate limits on the amount of cash that can be withdrawn per transaction. Certain ATMs may also charge fees for cash withdrawals, which fees should be disclosed to you at the time of the transaction.

(iii) **Point-of-Sale Transactions.** You may use your Card to make purchases at participating locations that accept Debit Mastercard or cards accessible through the PULSE network. You may select "Credit," or "Debit," when using your Card at self-service point-of-sale (POS) terminals, like the terminals commonly used at grocery and convenience stores. We reserve the right to refuse to pay, honor or settle any obligation incurred with, or through the use of, your Card that is presented to us in any manner other than through the Mastercard or PULSE networks.

You CANNOT use your Card to: (i) redeem the Card for its cash value; (ii) perform any illegal transactions or transactions violating this Agreement; (iii) make regular transactions for personal, family, or household use, or (iv) make non-PIN purchases at the gas station pump, but can prepay inside at gas station. **YOU ARE NOT PERMITTED TO EXCEED THE AVAILABLE AMOUNT IN YOUR ACCOUNT THROUGH AN INDIVIDUAL TRANSACTION OR A SERIES OF TRANSACTIONS.**

Split Transactions: If you do not have enough funds available in your ProPay Account, you may be able to instruct the merchant to charge a part of the purchase to the Card and pay the remaining amount with another form of payment. These are called "split transactions." Some merchants do not allow cardholders to conduct split transactions or will only allow you to do a split transaction if you pay the remaining amount in cash.

b. Limits

Withdrawal Limitations	Limit
Total number of ATM or over the counter cash withdrawals	Two (2) cash withdrawals per calendar day*
Maximum amount of ATM or over the counter cash withdrawal	No more than \$1,000 total per calendar day*
Spend Limitations	Limit
Maximum amount in Point of Sale Transactions	No more than \$2,500 total per calendar day**
* Third parties may impose additional limitations.	
**Cash Withdrawals count towards the \$2,500 total per calendar day	

c. Authorization Holds

With certain types of purchases (such as those made at restaurants, hotels, or similar purchases), your Card 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 the final payment amount of your purchase to your ProPay Account. 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.

d. Receipts

You may be able to get a receipt at the time you make transactions with your Card using an ATM or point-of-sale terminals. You may need a receipt in order to verify a transaction with us, ProPay, or the merchant.

3. ADDITIONAL TERMS OF THE AGREEMENT

a. Personal Identification Number ("PIN")

You will establish your Personal Identification Number ("PIN") by telephone or on the ProPay's website at the time you activate your Card. You will have to provide the PIN whenever you use the Card for ATM cash withdrawals or PIN-based POS transactions. You should not write or keep the PIN with the Card. Never share the PIN with anyone and do not enter the PIN into any terminal that appears to be modified or suspicious. If you believe that there has been unauthorized access to the PIN, you should advise us immediately, following the procedures in the section labeled "Unauthorized Transactions."

b. Returns and Refunds

If you are entitled to a refund for any reason for goods or services obtained with your Card, the return and refund will be handled by the merchant. If the merchant credits the Card, the credit will be applied back to your ProPay Account and 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. We are not responsible for the quality, safety, legality, or any other aspect of any goods or services you purchase with the Card.

c. Authorized Users

If you allow another person to use the Card, 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.

d. Card Replacement and Expiration

If you need to replace your plastic Card for any reason, please contact Customer Service. Card replacement fees may apply. Please note that your plastic card has a "Valid Thru" date on the front. You may not use the card after the "Valid Thru" date on the front of your Card. You will not be charged a fee for replacement cards that we send due to expiration of the Card.

e. 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 with any contact information you provide to us, including cellular and wireless phone numbers, landline numbers, and email addresses. 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.

4. UNAUTHORIZED TRANSACTIONS

If you believe your Card has been lost or stolen or an unauthorized transaction has been made using the information from your Card without your permission, contact Customer Service IMMEDIATELY. We will ask for the Card number and other identifying details. **We may not be able to assist you if you do not have the 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 noted in the fee table above (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.

5. 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. Further, we will not be liable:

- (1) If, through no fault of ours, you do not have enough funds available in your ProPay Account to complete the transaction;
- (2) If a merchant refuses to accept your Card;
- (3) If an ATM where you are making a cash withdrawal does not have enough cash;
- (4) 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;
- (5) If access to your Card has been blocked after you reported your Card lost or stolen;
- (6) If there is a hold or your funds are subject to legal process or other encumbrance restricting their use;
- (7) If we have reason to believe the requested transaction is unauthorized;
- (8) 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
- (9) For any other exception stated in our Agreement with you.

6. 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. Account Closure

You may close your Card at any time by contacting Customer Service. Your request for Card closure will not affect any of our rights or your obligations arising under this Agreement prior to the request. Should your Propay Account be closed, your Card will also be closed. We reserve the right to close your Card for any reason, including should you complete or attempt to complete any of the prohibited actions in this Agreement.

c. Assignability

You may not assign or transfer your Card or your obligations under this Agreement. We may, however, transfer or assign our rights under this Agreement. If we assign our rights, you will get a notification from us.

d. 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.

7. 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 Card, such as date of purchase, amount and place of purchase; (2) Information you provide to us when you register a Card, or for replacement Cards, or when you contact us with customer service issues, such as name, address, phone number.

We may also disclose information about your Card or the transactions you make to third parties in order to: (1) complete transactions; (2) verify the existence and condition of your Card for a third party, such as merchant; (3) provide customer services; (4) process claims for lost or stolen Cards; (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.

8. 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. You must send the opt-out notice in writing to MetaBank, Attn: Customer Service, 5501 S Broadband Ln, Sioux Falls, SD 57108 ("Notice Address"). This Arbitration Clause governs any dispute arising under or related to this Agreement, aside from the validity and coverage of this Arbitration Clause. Arbitrations will be conducted under the rules of the American Arbitration Association, or such other arbitration administrator as agreed to by both parties. 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 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 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, Member FDIC, pursuant to license by Mastercard International Incorporated.

Mastercard is a registered trademark, and the circles design is a trademark of Mastercard International Incorporated

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