

Confidentiality and Security. To prevent unauthorized access to your Card and Card Account, you agree to keep your Access Information confidential. We recommend that you memorize your Access Information and do not write it down. If you believe the security of your Access Information has been compromised in any way (for example, your password has been lost or stolen, someone has attempted to use our website under your user name without your consent, or your Card has been accessed), you must notify us immediately. Under certain circumstances, we may deny your access to our website in order to maintain or restore security or performance of the website. We may do so if we reasonably believe your Access Information has been or may be obtained or is being or may be used by an unauthorized person. We may try to notify you in advance, but cannot guarantee we will do so.

How to Notify Us of Lost or Stolen Card, PIN or Unauthorized Transfers. If you believe your Card or any other Access Information has been lost or stolen, call: **1-877-PDS-PAYS (1-877-737-7297)** or write: **FiCentive, Inc., P.O. Box 700172, San Antonio, TX, 78270**. You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your Card or Access Information without your permission.

Your Liability for Unauthorized Transfers. Tell us AT ONCE if you believe your Card or Access Information has been lost or stolen or if you believe that an electronic funds transfer has been made without your permission. Telephoning us at 1-877-PDS-PAYS (1-877-737-7297) is the best way to minimize your possible losses. You could lose all the money in your Card Account. You agree that any unauthorized use does not include use by a person to whom you have given authority to use your Card Account or Access Information and that you will be liable for all such uses and funds transfers by such person(s).

If you tell us within 2 business days after you learn of the loss or theft of your Card or Access Information you can lose no more than \$50 if someone used your Card or Access Information without your permission. If you do NOT tell us within 2 business days after you learn of the loss or theft of your Card or Access Information and we can prove we could have stopped someone from using your Card or Access Information without your permission if you had told us within this time frames, you could lose as much as \$500 if someone used your Card or Access Information without your permission.

Also, if your electronic history shows transactions that you did not make, including those made by Card, Access Information or by other means, tell us AT ONCE following the procedures stated in the paragraph labeled "Information About Your Right To Dispute Errors". If you do not tell us within the earlier of sixty (60) days of the date you electronically accessed your Card Account (if the error could be viewed in your electronic history), sixty (60) days of the date we sent the first written history on which the error appeared, or one-hundred and twenty (120) days after the alleged unauthorized transfer was credited or debited to your Card Account, you may not get back any money you lose after this period if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from learning of the unauthorized transaction and telling us, we will extend the time periods for a reasonable period in our sole discretion.

Additional Limits on Liability Under MasterCard Rules. Under MasterCard Rules, you will not be liable for any unauthorized transactions using your Card Account for point-of-sale transactions if (i) you can demonstrate that you have exercised reasonable care in safeguarding your Card from risk of loss or theft, (ii) you have not reported to us two (2) or more incidents of unauthorized use within the prior twelve-month period, and (iii) your Card Account is otherwise in good standing. This additional limit on liability does not apply to ATM transactions or to transactions using your PIN which are not processed by MasterCard. You must notify us within 2 days after the electronic statement was made available to you showing unauthorized transaction(s) in order to take advantage of any such limited liability provisions.

Our Liability for Failing to Make Transfers. If we do not complete a transaction to or from your Card Account on time or in the correct amount according to our Agreement with you, we may be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- (1) if, through no fault of ours, your Card funds are insufficient for the transaction or are unavailable for withdrawal (for example, because there is a hold on your funds or your funds are subject to legal process);
- (2) if a computer system, ATM, or POS terminal was not working properly and you knew about the problem when you started the transaction;
- (3) if the ATM where you are making the transfer does not have enough cash;
- (4) if a merchant refuses to honor your card;
- (5) if circumstances beyond our control (such as fire, flood, terrorist attack or national emergency) prevent the transaction, despite reasonable precautions that we have taken;
- (6) if any failure or malfunction is attributable to your equipment, to merchant or ATM equipment, or to any internet service or payment system;
- (7) if you attempt to use a Card that has not been properly activated;
- (8) If an employee of a load network (GreenDot) did not properly transmit information to us
- (9) If your Card or Access Information has been reported as lost or stolen, if your Card Account has been suspended by us, or we have reason to believe the transaction is not authorized by you; or
- (10) As otherwise provided in this Agreement.

Information About Your Right to Dispute Errors. In case of errors or questions about your Card Account, please contact us as soon as possible at 1-877-PDS-PAYS (1-877-737-7297) or write to us at FiCentive, Inc., P.O. Box 700172, San Antonio, TX, 78270. We must allow you to report an error until the earlier of sixty (60) days after the date you electronically accessed your Card Account (if the error could be viewed in your electronic history), sixty (60) days after the date we sent the first written history on which the error appeared, or one-hundred and twenty (120) days after the transfer allegedly in error was credited or debited to your Card Account. You may request a written history of your transactions at any time by contacting us at the telephone number or address above. You will need to tell us: (1) your name; (2) your Card Number, (3) why you believe there is an error, (4) the dollar amount involved, and (5) approximately when the error took place. If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days. We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will provisionally credit your Card Account within 10 business days for the amount you think is in error, so that you will have the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your Card Account. For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to provisionally credit your Card Account for the amount you think is in error. We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation. If you need more information about our error-resolution procedures, call us at the telephone number shown above.

Questions. FiCentive, Inc., as the third party that administers the Card program, is responsible for customer service and for resolving any errors in transactions made with your Card. If you have questions regarding your Card, you may call 1-877-PDS-PAYS (1-877-737-7297) or write FiCentive, Inc., P.O. Box 700172, San Antonio, TX, 78270 or visit <https://streamprepaid.com>.

Communications. We may contact you from time to time regarding your Card Account. We may contact you in any manner we choose unless the law says that we cannot. For example, we may:

- (1) contact you by mail, telephone, email, fax, recorded message, text message or personal visit;
- (2) contact you by using an automated dialing or similar device ("Autodialer");
- (3) contact you at your home and at your place of employment;
- (4) contact you on your mobile telephone;
- (5) contact you at any time, including weekends and holidays;
- (6) contact you with any frequency;
- (7) leave prerecorded and other messages on your answering machine/service and with others; and
- (8) identify ourselves, your relationship with us and our purpose for contacting you even if others might hear or read it.

Our contacts with you about your Card Account are not unsolicited and might result from information we obtain from you or others. We may monitor or record any conversation or other communication with you. Unless the law says we cannot, we may modify or suppress caller ID and similar services and identify ourselves on these services in any manner we choose. When you give us or we obtain your mobile telephone number, we may

contact you at this number using an Autodialer and can also leave prerecorded and other messages. We may do these things whether we contact you or you contact us. If you ask us to discuss your Card Account with someone else, you must provide us with documents that we ask for and that are acceptable to us.

Change of Address: If your U.S. mail or postal address changes, you must notify us immediately. Failure to do so may result in information regarding the Card or Card Account being mailed to the wrong person or your transactions being declined. In such event, we shall not be responsible for any resulting misuse of funds available in the Card Account. Any notice given by us shall be deemed given to you if mailed to you at the last U.S. mail address for the Card Account furnished by you. You agree that we may accept changes of address from the U.S. Postal Service. You also agree that if you attempt to change your address to a non-U.S. address, your Card Account may be cancelled and funds returned to you in accordance with this Agreement.

Governing Law, Court Proceedings, Damages, Arbitration: Except as set forth in the Waiver of Jury Trial and Arbitration Agreement below, (1) this Agreement will be governed by, construed and enforced in accordance with federal law and the laws of the State of Minnesota; (ii) any action or proceeding with respect to this Agreement or any services hereunder shall be brought only before a federal or state court in the State of Minnesota; and (iii) you agree to pay upon demand all of our costs and expenses incurred in connection with the enforcement of this Agreement. If we are served garnishments, summonses, subpoenas, orders or legal processes of any type, we are entitled to rely on the representations therein and may comply with them in our own discretion without regard to jurisdiction.

ARBITRATION AGREEMENT AND WAIVER OF JURY TRIAL: PLEASE READ THIS PROVISION OF THE AGREEMENT CAREFULLY. UNLESS YOU EXERCISE YOUR RIGHT TO OPT-OUT OF ARBITRATION IN THE MANNER DESCRIBED BELOW, YOU AGREE THAT ANY DISPUTE WILL BE RESOLVED BY BINDING ARBITRATION. ARBITRATION REPLACES THE RIGHT TO GO TO COURT, INCLUDING THE RIGHT TO HAVE A JURY TRIAL, TO ENGAGE IN DISCOVERY (EXCEPT AS MAY BE PROVIDED FOR IN THE ARBITRATION RULES), AND TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS OF CLAIMANTS OR IN ANY CONSOLIDATED ARBITRATION PROCEEDING OR AS A PRIVATE ATTORNEY GENERAL. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT MAY ALSO BE UNAVAILABLE IN ARBITRATION.

Agreement to Arbitrate. You and we (defined below) agree that any Dispute (defined below) will be resolved by Arbitration. This agreement to arbitrate is governed by the Federal Arbitration Act, 9 U.S.C. § 1 et seq., and the substantive law of the State of Minnesota (without applying its choice-of-law rules).

What Arbitration Is. "Arbitration" is a means of having an independent third party resolve a Dispute. A "Dispute" is any claim or controversy of any kind between you and us. The term Dispute is to be given its broadest possible meaning and includes, without limitation, all claims or demands (whether past, present, or future, including events that occurred prior to your application for a Metropolitan Commercial Bank account or Card and whether or not a Metropolitan Commercial Bank MasterCard prepaid card is provided to you, based on any legal or equitable theory (contract, tort, or otherwise) and regardless of the type of relief sought (i.e., money, injunctive relief, or declaratory relief). A Dispute includes, by way of example and without limitation, any claim based upon a federal or state constitution, statute, ordinance, regulation, or common law, and any issue concerning the validity, enforceability, or scope of this arbitration agreement.

For purposes of this arbitration agreement, the terms "you" and "your" include any Authorized User, co-signer, co-obligor, or guarantor and also your heirs, guardian, personal representative, or trustee in bankruptcy. The terms "we," "our," and "us" mean either the Bank and include employees, officers, directors, members, managers, attorneys, affiliated companies, predecessors, and assigns the Bank as well as the marketing, servicing, and collection representatives and agents of either or both.

How Arbitration Works. If a Dispute arises, the party asserting the claim or demand must initiate arbitration, provided you or we may first try to resolve the matter informally or through customary business methods, including collection activity. The party filing an arbitration complaint must choose either of the following arbitration firms for initiating and pursuing arbitration: the American Arbitration Association ("AAA") or JAMS, The Resolution Experts. If the parties mutually agree, a private party, such as a retired judge, may serve as the arbitrator. If you claim you have a Dispute with us, but do not initiate arbitration or select an arbitrator, we may do so. You may obtain copies of the current rules of each of the arbitration firms and forms and instructions for initiating arbitration by contacting them as follows:

In the event both AAA and JAMS are unavailable to decide a Dispute, the parties agree to select another neutral party experienced in financial matters to decide the Dispute. If such an independent arbitrator cannot be found, the parties agree to submit any Dispute to a state or federal judge, sitting without a jury, for resolution on an individual and not a class-wide basis.

The policies and procedures of the selected arbitration firm will apply provided such policies and procedures are consistent with this arbitration agreement. To the extent the arbitration firm's rules or procedures are different than the terms of this arbitration agreement, the terms of this arbitration agreement will apply.

What Arbitration Costs. No matter which party initiates the arbitration, we will advance or reimburse filing fees and other costs or fees of arbitration, provided each party will be initially responsible for its own attorneys' fees and related costs. Unless prohibited by law, the arbitrator may award fees, costs, and reasonable attorneys' fees to the party who substantially prevails in the arbitration.

Location of Arbitration. Unless you and we agree to a different location, the arbitration will be conducted in the county where you reside.

Waiver of Rights. You are waiving your right to a jury trial, to have a court decide your Dispute, to participate in a class action lawsuit, and to certain discovery and other procedures that are available in a lawsuit. You and we agree that the arbitrator has no authority to conduct class-wide arbitration proceedings and is only authorized to resolve the individual Disputes between you and us. The validity, effect, and enforceability of this waiver of class action lawsuit and class-wide arbitration, if challenged, are to be determined solely by a court of competent jurisdiction and not by the AAA, JAMS, or an arbitrator. If such court refuses to enforce the waiver of class-wide arbitration, the Dispute will proceed in court and be decided by a judge, sitting without a jury, according to applicable court rules and procedures, and not as a class action lawsuit. The arbitrator has the ability to award all remedies available by statute, at law, or in equity to the prevailing party.

Applicable Law and Review of Arbitrator's Award. The arbitrator shall apply applicable federal and Minnesota substantive law and the terms of this Agreement. The arbitrator must apply the terms of this arbitration agreement, including without limitation the waiver of class-wide arbitration. The arbitrator shall make written findings and the arbitrator's award may be filed with any court having jurisdiction. The arbitration award shall be supported by substantial evidence and must be consistent with this Agreement and with applicable law, and if it is not, it may be set aside by a court. The parties shall have, in addition to the grounds referred to in the Federal Arbitration Act for vacating, modifying, or correcting an award, the right to judicial review of (a) whether the findings of fact rendered by the arbitrator are supported by substantial evidence and (b) whether the conclusions of law are erroneous under the substantive law of Minnesota and applicable federal law. Judgment confirming an award in such a proceeding may be entered only if a court determines that the award is supported by substantial evidence and is not based on legal error under the substantive law of Minnesota and applicable federal law.

Survival. This arbitration provision shall survive: (1) cancellation, payment, charge-off, or assignment of this Agreement; (2) the bankruptcy of any party; and (3) any transfer, sale, or assignment of this Agreement, or any amounts owed under this Agreement, to any other person or entity.

Right to Opt-Out. If you do not wish to agree to arbitrate all Disputes in accordance with the terms and conditions of this section, you must advise us in writing at the following address by either hand delivery or a letter postmarked within thirty (30) days following the date you enter into this Agreement. You may opt-out without affecting your application or cardholder status. FiCentive, Inc., P.O. Box 700172, San Antonio, TX, 78270

Assignability. We may assign or transfer our rights and obligations under this Agreement at any time without prior notice to you. The Card Account established under this Agreement is not assignable or transferable by you. Notwithstanding the foregoing, this Agreement shall be binding on you, your Authorized Users, your heirs, your executors, administrators, guardians, personal representatives, or trustee in bankruptcy.

Miscellaneous Provisions: We do not waive our rights by delaying or failing to execute them at any time. To the extent permitted by law and as permitted by the Waiver of Jury Trial and Arbitration above, you agree to be liable to us for any loss, costs, or expenses that we may incur as a result of any dispute or legal proceeding involving your Account. If a court finds any provision of this Agreement invalid or unenforceable, such finding shall not make the rest of this Agreement invalid or unenforceable. To the fullest extent possible, any such provision shall be deemed to be modified so as to be rendered enforceable or valid; however, if such provision cannot be so modified, it shall be stricken and all other provisions of this Agreement in all other respects shall remain valid and enforceable.

Metropolitan Commercial Bank Privacy Notice

What does Metropolitan Commercial Bank do with your Personal Information?

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.

The types of personal information that we collect and share depend on the product or service you have with us. This can include:

- Social Security Number and Date of Birth
- Address of Residence and Government Issued Identification Card
- Transaction History
- Overdraft History
- Checking Account Information
- Checking Account Information
- Wire Transfer Instructions

When you are *no longer* our customer, we continue to share your information as described in this notice.

All Financial Companies need to share customers' personal information to run their everyday business. Below is a list of reasons financial companies can share information and if Metropolitan Commercial Bank shares this type of information. For the types of information we share, you cannot limit this type of sharing.

Reasons we can share your personal information

- **For our everyday business purposes-** such as to process your transaction, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus. Metropolitan Commercial Bank shares this type of information. You cannot limit this type of sharing.
- **For our marketing purposes-** to offer our products and services to you. Metropolitan Commercial Bank shares this type of information. You cannot limit this type of sharing.
- **For joint marketing with other financial companies.** Metropolitan Commercial Bank shares this type of information. You cannot limit this type of sharing.
- **For our affiliates' everyday business purposes-** information about your transactions and experiences. Metropolitan Commercial Bank does not share this type of information.
- **For our affiliates' everyday business purposes-** information about your creditworthiness. Metropolitan Commercial Bank does not share this type of information.
- **For our affiliates to market to you.** Metropolitan Commercial Bank does not share this type of information.
- **For non affiliates to market to you.** Metropolitan Commercial Bank does not share this type of information.

How does Metropolitan Commercial Bank protect my personal information? 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. We also maintain other physical, electronic and procedural safeguards to protect this information and we limit access to information to those employees for whom access is appropriate.

How does Metropolitan Commercial Bank collect my personal information? We collect personal information, for example, when you

- Open a Card Account and use your Card
- Pay your bills or make a purchase
- Give us your contact information
- Make a wire transfer
- Show your government-issued ID

We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.

Why can't I limit all sharing? Federal law gives you the right to limit only:

- Sharing for affiliates' everyday business purposes- information about your creditworthiness,
- Affiliates from using your information to market to you,
- Sharing for non affiliates to market to you.

State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.

Definitions

- **Affiliates** Companies related by common ownership or control. They can be financial and nonfinancial companies. *Metropolitan Commercial Bank does not share with our affiliates.*
- **Non affiliates** Companies not related by common ownership or control. They can be financial or nonfinancial companies. Metropolitan Commercial Bank does share with *nonaffiliates* so they can market to you.
- **Joint Marketing** A formal joint marketing agreement between non affiliated financial companies that together market financial products or services to you. Our joint marketing partners include credit card companies.

Other Important Information

- **For Alaska, Illinois, Maryland and North Dakota Customers.** We will not share personal information with nonaffiliates either for them to market to you or for joint marketing - without your authorization.
- **For California Customers.** We will not share personal information with nonaffiliates either for them to market to you or for joint marketing - without your authorization. We will also limit our sharing of personal information about you with our affiliates to comply with all California privacy laws that apply to us.
- **For Massachusetts, Mississippi and New Jersey Customers.** We will not share personal information from deposit or share relationships with nonaffiliates either for them to market to you or for joint marketing - without your authorization.
- **For Vermont Customers.** We will not share personal information with nonaffiliates either for them to market to you or for joint marketing without your authorization, and we will not share personal information with affiliates about your creditworthiness without your authorization.
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Questions about our Privacy Policy? Please call 1-877-PDS-PAYS