

## BASIC Mastercard® Cardholder Agreement

### CUSTOMER SERVICE CONTACT INFORMATION:

Address: PO Box 1808, Portage, MI 49801  
 Website: www.basiconline.com  
 Phone Number: 800-372-3539

### IMPORTANT NOTICES:

- Please read carefully. This Agreement contains an Arbitration Clause requiring all claims to be resolved by way of binding arbitration.**
- Always know the exact dollar amount available in your Account(s). Merchants may not have access to determine your balance in your Account(s).**
- If you do not agree to these terms, do not use the Card and cancel the Card by calling Customer Service.**

### Fees and Expiration

Except as indicated below, all fees incurred by your Card will be assessed first to your Benefit Account, second to your Award Account, and third to your Cash Account, as applicable and in accordance with Section 2(a). Such fees will be assessed as long as there is a remaining balance in your Account(s), except where prohibited by law, which could result in a zero balance in your Account(s).

**Lost/Stolen Card Replacement Fee:** \$10.00 per Card.

**Replacement Card Fee:** \$10.00 per Card.

**Secondary Card Fee:** \$0 for one Secondary Card; \$10.00 per additional Secondary Card.

**ATM Cash Withdrawal Fee:** \$0.50 per transaction. Not assessed to Benefit Account. When you use an ATM not owned by us or a point of sale ("POS") device to withdraw cash, you may be charged a fee by the ATM or POS device operator (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer).

### I. ABOUT YOUR CARD

This Cardholder Agreement ("Agreement") sets forth the terms and conditions under which a BASIC Mastercard ("Card") has been issued to you by MetaBank®, National Association. In this Agreement "you" and "your" means the person who has received and is authorized to use the Card. "We," "us," and "our" mean collectively, MetaBank, a federally-chartered bank, member FDIC, and its divisions or assignees, and also includes our agents that perform certain services related to your Card on MetaBank's behalf. "Plan Administrator" means "BASIC", who assists the Plan Sponsor in the administration of your Plan. "Plan Sponsor" means your employer or the association who is sponsoring your Plan. "Account" means each Benefit Account(s), Cash Account and/or Award Account available to you through the Card. "Benefit Account" means the record of funds available for your use through a Benefit Plan. You will not have a Benefit Account unless a Plan Sponsor has established a Benefit Plan that is available to you. You may have more than one Benefit Account balance as part of your Account. "Cash Account" means the record of funds that have been loaded to the Card by the Plan Administrator as reimbursement for an approved claim request under the Benefit Plan. Your Benefit Plan, if any, will dictate whether or not a Cash Account is available for use with your Card. "Award Account" means the record of funds available for your use through a Fringe Benefit Plan. You will not have an Award Account unless your Plan Sponsor has established a Fringe Benefit Plan that is available to you. If available, the Award Account is provided to you for loyalty, award, promotional or incentive purposes and is not a gift card. "Benefit Plan" means the tax-qualified benefit plan sponsored by your Plan Sponsor. "Fringe Benefit Plan" means the employee loyalty, award, promotional or incentive program sponsored by your Plan Sponsor that is not a Benefit Plan. "Plan" means a Benefit Plan or Fringe Benefit Plan, as applicable. Please keep this Agreement for future reference. **MetaBank is not responsible for managing your Account(s), which includes administering your Plan(s) and managing the funds available pursuant to your Account(s). MetaBank is issuer of your Card only and responsible for management of Card-related transactions. The types of benefits that are available to you under your Plan(s), the limitations on those benefits, and the qualifications to participate in your Plan(s) are governed by other documents, including plan documents that your Plan Sponsor has provided to you.** You should sign the back of the Card immediately upon receipt. The Card is NOT a credit card or checking account debit card. Your Card is registered with the information provided to us by your Plan Administrator, for purposes of verification and to make certain online or phone-related transactions.

### 2. USING YOUR CARD

Your Card will access only those type(s) of Account(s) made available to you by your Plan Sponsor. You may have access to one or more of the Account types described in this Agreement. See your Plan documents for the type(s) of Account(s) available to you. You may not load additional funds to any Account. Only your Plan Sponsor or Plan Administrator may load additional funds on your behalf to your Account(s). Funds are available to your Benefit Account, if any, based on the Benefit Account funding source, which, depending on the Benefit Account, could include, among others, annual election amounts, payroll deductions, and Plan Sponsor-funded benefits (for example, health savings accounts and health reimbursement accounts). Funds are loaded in the Cash Account, if any, in the amount of the claim reimbursement if a Benefit Account claim is requested and approved by the Plan Administrator. Funds are available to your Award Account, if any, pursuant to a Fringe Benefit Plan. Each time you use your Card, you authorize us to reduce the value available in your Account(s) by the amount of the transaction and any applicable fees. If you use your Card for Qualified Purchases (as defined below) and you have a Benefit Account, your Benefit Account will be accessed for that transaction to the extent of the Benefit Account balance and, if a shortfall exists, the Cash Account will be accessed. If you use your Card for transactions that are not Qualified Purchases, then only your Cash Account will be accessed for that transaction. Your Card cannot be: (1) redeemed for cash; (2) used for illegal gambling or other illegal transactions; or (3) used to make foreign transactions. For security reasons, we may limit the amount or number of transactions you can make on your Card. We may refuse to process any transaction that we believe may violate the terms of this Agreement. **FOR QUALIFIED PURCHASES, YOU ARE NOT ALLOWED TO EXCEED THE BALANCE OF THE FUNDS AVAILABLE IN YOUR BENEFIT ACCOUNT AND CASH ACCOUNT. FOR TRANSACTIONS THAT ARE NOT QUALIFIED PURCHASES, YOU ARE NOT ALLOWED TO EXCEED THE BALANCE OF THE FUNDS AVAILABLE IN YOUR CASH ACCOUNT.** If you attempt to use the Card when there are insufficient funds in the applicable Account, the transaction will generally be declined. Nevertheless, if a transaction that exceeds the balance of the funds available for such transaction in your Benefit Account and/or Cash Account, as described above, occurs due to a systems malfunction or otherwise, you will remain fully liable for the amount of the transaction. If you do not have enough funds available in your Benefit Account and/or Cash Account, you may be able to instruct the merchant to perform a "split transaction" to charge part of the purchase to the Card and pay the remaining amount with another form of payment. If you wish to conduct a split transaction and it is permitted by the merchant, you must tell the merchant to charge to the Card not more than the funds available on the Card. You must then arrange to pay the difference using another payment method. Some merchants may require payment for the remaining balance in cash. If you fail to inform the merchant that you would like to complete a

split transaction prior to swiping the Card, the Card is likely to be declined. If you use the Card number without presenting the Card (such as for a mail order, telephone, or Internet purchase), the legal effect will be the same as if you used the Card itself. Your card is valid in the fifty states of the United States ("U.S.") and the District of Columbia only. It cannot be used at merchants outside of the U.S., including internet and mail/telephone order merchants outside of the U.S. Your Card cannot be used for transactions in any currency other than U.S. Dollars.

### b. Qualified Purchases

When accessing your Benefit Account, your Card can only be used for eligible purchases defined by the Benefit Plan, such as for medical co-payment, dental care (non-cosmetic purpose), or prescription drug purchases ("Qualified Purchases"). Your Benefit Account is generally restricted from transactions at merchants such as airlines, hotels, restaurants, gas stations, retail, and electronics.

### c. Cash Access and PIN

Notwithstanding the section above regarding Qualified Purchases, you may make purchases anywhere Mastercard cards are accepted and, if permitted by your Benefit Plan, withdraw cash at automated teller machines ("ATMs") and POS devices, in any case only up to the amount available in your Cash Account. Subject to the "Suspension/Termination" section below, you will have access to your Cash Account during the period of time that you have access to your Benefit Account and thereafter until the balance in your Cash Account is zero. Access to your Cash Account will be terminated when your Benefit Account access is terminated and you have a zero balance in your Cash Account. Subject to the "Suspension/Termination" section below, you will have access to your Award Account so long as the balance in your Award Account is greater than zero. You may request a Personalized Identification Number ("PIN") either by initiating an online request at www.basiconline.com, through the BASIC mobile app or by contacting customer service (800-372-3539). Your PIN may be used for ATM or POS device access to funds in your Award Account and Cash Account. You should not write or keep your PIN with your Card. When entering your PIN, be sure it cannot be observed by others. Never share your PIN with anyone and do not enter your PIN into any terminal that appears to be modified or suspicious. If you believe that anyone has gained unauthorized access to your PIN, you should advise your Plan Administrator immediately following the procedures in Section 5(a) below ("Unauthorized Transactions - Contact Customer Service Immediately").

### d. Card Limits

Withdrawal Limits	Limit*
Total Number of ATM withdrawal**	No more than five (5) withdrawals per day.
Maximum amount of ATM withdrawals**	No more than \$500 in any one day.
Spend Limitations	Limit
Maximum amount in Point of Sale Sales Signature or Point of Sale PIN Transactions	The maximum amount that can be spent using your Card is the value available in the applicable Account
* Third parties may impose additional limitations. ** Only available on Cash Accounts and Award Accounts	

### e. Authorized Users and Secondary Cards

If you allow another person to use your 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 Account balance(s) to go negative. You may authorize additional Cards, called Secondary Cards. These Secondary Cards will access funds in your Account(s) as described in this Section 2. Secondary cardholders may register their Cards in their name and may be subject to verification when doing so. Use of Secondary Cards is subject to the same restrictions on your Card, and we may hold you and/or any Secondary Cardholders liable for misuse of the Secondary Cards. You must notify your Plan Administrator to revoke permission for any person you previously authorized to use a Secondary Card (in which case the Plan Administrator may revoke all Cards and issue a new Card with a different number). You remain liable for any and all usage of any additional Card(s) you authorize.

### f. Transaction History

Your Plan Administrator makes available a history of Card transactions, as well as the balance of your Account(s), accessible by logging onto your online account at www.basiconline.com through the BASIC mobile app or by contacting Customer Service. You will not automatically receive paper statements.

### g. Authorization Holds

You do not have the right to stop payment on any purchase transaction initiated by use of your Card. You may make preauthorized regular payments from your Account(s). 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. If you use the Card at an automated fuel dispenser ("pay at the pump"), the merchant may preauthorize the transaction amount up to \$100.00 or more. If your Card is declined, even though you have sufficient funds available in your Account(s), pay for your purchase inside with the cashier. 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 preauthorized amount on hold will be removed. It may take up to thirty (30) days for the hold to be removed. While the hold is in effect, 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 for a period of up to seven (7) days.

### h. 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 your Card, the credit may not be immediately available. Although 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. Refunds will be posted to the Benefit Account and/or Award Account and the Cash Account when matched to the originating transaction, in the same proportion that the funds of the Benefit Account, Award Account and/or Cash Account were used to pay for the refunded transaction as described above in Section 2(a). When transactions are not matched, the refunds will be placed in the Cash Account or the Award Account based on the Accounts made available to you.

### i. Receipts

You should get a receipt at the time you make a transaction using the Card. You agree to retain, verify, and reconcile your transactions and receipts. Upon request, you will submit those receipts to your Plan Administrator.

### 3. REPLACEMENT CARD

If you need to replace your Card for any reason, you may reorder online at www.basiconline.com, through the BASIC mobile app or by contacting Customer Service. See the table above for applicable fees. Your Card has a "Good Thru" date on the back of the Card. You may not use the Card after the "Good Thru" date. Even if the "Good Thru" date has passed, the funds in your Benefit Account, if any, remain available until the date defined by your Benefit Plan and the funds in your Cash Account and Award Account do not expire. You will not be charged a fee for replacement cards that we send due to Card expiration.



**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**

**a. Contact Customer Service Immediately**

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 verify your identity before discussing details of your account. 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 (subject to applicable law) for replacement of any lost or stolen Card, which will be deducted from the balance on the Card as described in the fee table above. A reissued Card may take up to 10 business days to be delivered by U.S. Postal Service.

**b. Zero Liability**

Under Mastercard's Zero Liability Policy, your liability for unauthorized transactions on your Mastercard-branded Card is \$0.00 if you notify us promptly upon becoming aware of the loss or theft, and you exercised reasonable care in safeguarding your Card from loss, theft, or unauthorized use. This policy limiting your liability does not apply to debit transactions not processed by Mastercard, certain commercial transactions, or unregistered cards.

**5. NO WARRANTIES AND LIMITATIONS OF LIABILITY**

We are not responsible for the quality, safety, legality, or any other aspect of any goods or services purchased with a Card. We will not be liable, for instance: (1) If, through no fault of ours, you do not have enough funds available in your Account(s) 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 or PIN 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;(9) If your Plan Sponsor did not add funds to the Account(s) in a timely manner; or (10) 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. Card Cancellation**

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. It will also not affect your rights and obligations related to your Account(s).

**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.

**d. Other Terms**

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. 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.

**e. Certification**

By retaining, using, or authorizing use of the Card, you represent and warrant to us that you received a copy of this Agreement and agree to be bound by and to comply with its terms and you accept the Card. Each Card transaction you make accessing funds in your Benefit Account is a claim request against your Benefit Account. All Internal Revenue Service ("IRS"), Treasury and Plan Sponsor/Plan Administrator rules and regulations governing your Benefit Plan apply to those transactions. You acknowledge that you received and reviewed guidelines regarding which expenses are qualifying expenses under the Benefit Plan, and you agree to follow those guidelines. When you use this Card, you accept responsibility to repay your Plan Sponsor for transactions against your Benefit Account that are not Qualified Purchases and for any taxes, fines, surcharges or penalties that may be assessed for transactions against your Benefit Account that are not Qualified Purchases. If you fail to repay your Plan Sponsor for such amounts, you authorize your Plan Sponsor (to the extent permitted by law) to collect from you personally or withhold such funds from your pay or any other amounts due to your Plan Sponsor. You also understand that your Card may be immediately suspended and/or permanently terminated for failure to pay such amount. Your Plan Sponsor, the Plan Administrator, IRS or any other competent jurisdiction will make the determination regarding whether a transaction is a Qualified Purchase.

**f. Suspension/Termination**

We, your Plan Sponsor and/or Plan Administrator may suspend, revoke, or terminate the Card access to your Account(s) at any time in their sole discretion. Your Account access may be suspended for inappropriate and/or abusive transactions, including, but not limited to, those involving your Benefit Account for non-Qualifying Purchases, purchases for ineligible individuals, providing Card access to inappropriate individuals, or delinquent claim submission to document transactions. Your Account access will be terminated if you lose eligibility status for your Account(s). Such a status change may include an employment status change or your Plan Sponsor no longer offering such Account. Depending upon the terms of your Plan, the Plan Sponsor may provide notice to you of termination of access to your Account(s).

**g. Confidentiality**

We may disclose information to third parties about the Account(s) or the Card transactions you make: (1) Where it is necessary for completing transactions;(2) In order to verify the existence and condition of the Account(s) and/or Card for a third party, such as a merchant;(3) In order to comply with government agency, court order, or other legal reporting requirements;(4) If you consent by giving us your written permission;(5) to our employees, auditors, affiliates, service providers, or attorneys as needed; or (6) otherwise as necessary to fulfill our obligations under this Agreement.

**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. 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, National Association, Member FDIC, pursuant to license by Mastercard International Incorporated.

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FACTS			WHAT DOES METABANK, NATIONAL ASSOCIATION DO WITH YOUR PERSONAL INFORMATION?		
Why?	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.				
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: <ul style="list-style-type: none"> <li>• Social Security number and Income</li> <li>• Account balances and Transaction history</li> <li>• Credit history and Assets</li> </ul> When you are no longer our customer, we continue to share your information as described in this notice.				
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons MetaBank, National Association chooses to share; and whether you can limit this sharing.				
Reasons we can share your personal information	Does MetaBank share?	Can you limit this sharing?			
For our everyday business purposes such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No			
For our marketing purposes - to offer our products and services to you	Yes	No			
For joint marketing with other financial companies	Yes	No			
For our affiliates' everyday business purposes-Information about your transactions and experiences	No	We do not share			
For our affiliates' everyday business purposes-Information about your creditworthiness	No	We do not share			
For our affiliates to market to you	No	We do not share			
For nonaffiliates to market to you	No	We do not share			
Questions?	Go to <a href="http://www.metabank.com">www.metabank.com</a> .				
Who we are					
Who is providing this notice?	This privacy policy is provided by MetaBank and applies to MetaBank products and services.				
What we do					
How does MetaBank 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.				
How does MetaBank collect my personal information?	We collect your personal information, for example when you <ul style="list-style-type: none"> <li>• Open an account or Apply for a loan</li> <li>• Make deposits or withdrawals from your account or Provide account information</li> <li>• Make a wire transfer</li> </ul> We also may 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 <ul style="list-style-type: none"> <li>• Sharing for affiliates' everyday business purposes - information about your creditworthiness</li> <li>• Affiliates from using your information to market to you</li> <li>• Sharing for nonaffiliates to market to you</li> </ul> State law 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. <ul style="list-style-type: none"> <li>• MetaBank does not share with our affiliates.</li> </ul>				
Nonaffiliate	Companies not related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> <li>• MetaBank does not share with nonaffiliates so they can market to you.</li> </ul>				
Joint Marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. <ul style="list-style-type: none"> <li>• Our joint marketing partner(s) include nonaffiliated financial companies that we may partner with to jointly market financial products or services to you.</li> </ul>				
Other important information					
<b>Special Notice for State Residents:</b> Residents of California or Vermont: We will not share with nonaffiliates except for our own marketing purposes, our everyday business purposes, or with your consent. Residents of Nevada: We are providing this notice pursuant to Nevada law.					