GIFT CARD
Multi-Merchant Cards Cardholder Agreement

CUSTOMER SERVICE CONTACT INFORMATION:
10615 Professional Circle, Suite 102; Reno, NV 89521 (Notice Address)
https://redeem.giftcards.com (Website)
833-568-8729 (Toll-Free Customer Service Number)

IMPORTANT NOTICES:
(1) Give this document to the recipient of the gift card for any future questions or issues.
(2) Please read carefully. This agreement contains an Arbitration Clause requiring all claims to be resolved by way of binding arbitration.
(3) Always know the exact dollar amount available on your card.
(4) If you do not agree to these terms, do not use the card, save your receipt, and cancel the card by calling customer service and requesting a refund.

FEES AND EXPIRATION

We will not charge any fees with respect to your use of the Card. Your Card and the funds on your Card do not expire.

This Cardholder Agreement ("Agreement") sets forth the terms and conditions under which a Happy Gift Card, TheChoiceCard Gift Card, Giving Good Gift Card, or Holiday Favorites Gift Card ("Card") has been issued to you by Pathward, National Association. By accepting and using this Card, or authorizing any person to use the Card, you agree to be bound by the terms and conditions contained in this Agreement. In this Agreement "**You**" and "**your**" mean the person or persons who have received the Card and are authorized to use the Card. "**We**," "**us**," and "**our**" mean collectively, Pathward, National Association, a federally chartered bank, member FDIC, and its divisions or assignees. The Card may be canceled or revoked at any time without prior notice, subject to applicable law. Please read this Agreement carefully and keep it for future reference. This Agreement applies to both the purchaser and any other user of the Card. It is the purchaser's obligation to provide these terms and conditions to any user; however, new terms and conditions may be provided, or any other questions or concerns answered, by contacting Customer Service.

1. ABOUT YOUR CARD

The Card is a prepaid Card loaded with a specific amount of funds that may be redeemed at the Website (https://redeem.giftcards.com) to purchase one or more electronic gift cards ("Merchant Gift Cards") usable at the merchants whose logos appear (the "Merchants") on the Card. No additional funds may be added to this Card. The Card is NOT a credit Card. The Card is not a checking account or connected in any way to any account other than a stored value account where your funds are held.

Pathward, N.A. will act as custodian of your funds upon its receipt of your funds. Once your Card is activated, you will be able to provide Pathward, as custodian, with instructions about the funds accessible through the Card. Activation of the Card authorizes us to hold your funds at Pathward or as custodian to place your funds at one or more participating banks (each a "Program Bank"). If you do not agree to your funds being held by us at Pathward or placed by Pathward as custodian at other Program Banks, please immediately spend all the funds on your Card. Card funds are not FDIC insured.

2. USING YOUR CARD

a. Accessing Funds and Limitations

You may use your Card only at the Website (https://redeem.giftcards.com) to purchase one or more Merchant Gift Cards. Each time you use your Card, you authorize us to reduce the value available on your Card by the amount of the transaction. Your Card cannot be: (1) redeemed for its cash value; (2) used to obtain cash in any transaction; (3) used for illegal transactions; (4) used to make foreign transactions; or (5) used for purchases where recurring payments may occur, such as subscriptions, memberships, rentals, etc. For security reasons, we may limit the amount or number of transactions you can make on your Card. We may refuse to process any transaction that we believe may violate the terms of this Agreement. YOU ARE NOT ALLOWED TO EXCEED THE BALANCE OF THE FUNDS AVAILABLE ON YOUR CARD. If you attempt to use the Card when there are insufficient funds associated with it, the transaction will be declined. Nevertheless, if a transaction that exceeds the balance of the funds available on your Card occurs due to a systems malfunction or otherwise, you will remain fully liable to us for the amount of the transaction.

Each Merchant Gift Card has a minimum and maximum load amount, which will be shown on the selection page of the Website. The minimum load amount is generally $5. The maximum load amount may vary among Merchant Gift Cards. If your Card has a balance greater than the maximum load amount of a Merchant Gift Card you wish to purchase, you may buy more than one of that Merchant Gift Card. PLEASE BE CAREFUL NOT TO LEAVE A BALANCE LESS THAN $5 ON YOUR CARD; if you do, you may not be able to purchase any Merchant Gift Cards with the remaining balance. We will warn you if you are about to make a purchase that would leave less than $5 on your Card, but if you do so anyway, please call Customer Service to obtain a refund for any remaining balance.

Your card is valid in the U.S. only.

b. Obtaining Card Balance Information

You may obtain information about the amount of money you have remaining on your Card at no charge by contacting Customer Service or visiting the Website. This information, along with a history of Card transactions, is also available online by visiting our Website. You may also obtain information about your Card transactions by contacting Customer Service or visiting the Website.

c. No Stop Payment

You do not have the right to stop payment on any purchase transaction originated by use of your Card.

d. Returns and Refunds

If you believe you are entitled to a refund for any reason for a Merchant Gift Card purchased with your Card, contact Customer Service. Returns and refunds for goods or services purchased with a Merchant Gift Card are handled exclusively by the applicable merchant.

e. Receipts

You may wish to retain receipts as a record of transactions. You may need a receipt in order to verify a transaction using your Card.

f. Information About Merchants and Merchant Gift Cards

Merchant Gift Cards may have their own terms and conditions and are subject to availability. The Merchants are not affiliated or related and their display is not an endorsement or sponsorship of the other Merchants. Each Merchant is solely responsible for the gift cards, goods, and services it provides.

3. REPLACEMENT CARD

If you need to replace your Card for any reason, please contact Customer Service.

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

Treat this Card like cash. We generally cannot provide refunds for lost or stolen Cards. Fraudulent transactions may result in the loss of your money with no recourse.

However, 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 cannot 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. A refund or reissued Card may take up to 30 days to process.

6. NO WARRANTIES AND LIMITATION OF LIABILITY

We are not responsible for the quality, safety, legality, or any other aspect of any Merchant Gift Cards purchased with a Card. Further, we will not be liable: (1) If, through no fault of ours, you do not have enough funds available on your Card to complete the transaction; (2) If a merchant refuses to accept a Merchant Gift Card; (3) If the electronic device or your internet connection to the Website is not working properly ; (4) If access to your Card has been blocked after you reported your Card lost or stolen; (5) If circumstances beyond our control (such as fire, flood or computer or communication failure) prevent the completion of the transaction; or 6) For any other exception stated in our Agreement with you.

7. LEGAL NOTICES

a. English Language Controls

Translations of this Agreement that may have been provided are for your convenience only and may not accurately reflect the original English meaning. The meanings of terms, conditions, and representations herein are subject to definitions and interpretations in the English language.

b. Assignability

You may not assign or transfer your Card or your obligations under this Agreement. We may, however, transfer or assign our rights under this Agreement, including any balances in your Card.

c. Other Terms

You will be notified of any change to this Agreement in the manner required by applicable law prior to the effective date of the change. However, if the change is made for security purposes, we can implement such change without prior notice. We do not waive our rights by delaying or failing to exercise them at any time (for example, assessing a fee less than described, or not all, for any reason does not waive our right to begin charging the fee as set forth in this Agreement without notice). If any provision of this Agreement is determined to be invalid or unenforceable under any rule, law, or regulation of any governmental agency, local, state, or federal, the validity or enforceability of any other provision of this

Agreement will not be affected. This Agreement will be governed by the law of the state of South Dakota except to the extent governed by federal law. Should your Card have a remaining balance after a certain period of inactivity, we may be required to remit the remaining funds to the appropriate state agency.

8. PRIVACY

We may provide information to our employees, auditors, affiliates, service providers, or attorneys as needed, or to any third party if you give us your written permission. We may also collect: (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 ask for a replacement Card 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 (6) comply with government agency or court orders, or other legal reporting requirements.

To see our full Privacy Policy, please visit www.pathwardprivacypolicy.com

9. ARBITRATION AND JURY TRIAL WAIVER

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 Pathward, N.A., Attn: Customer Service, 5501 S Broadband Ln, Sioux Falls, SD 57108 ("Notice Address"). This Arbitration Clause governs any dispute arising under this Agreement, aside from the validity and coverage of this Arbitration Clause. Arbitrations will be conducted under the rules of the arbitration administrator, as chosen by us. Arbitration may be brought by you or us, and we will not demand arbitration if you bring an individual action in small claims court. In addition to the Jury Trial Waiver above, you also waive your rights to be a class member or bring suit in a class action or class arbitration. In order to commence an arbitration, the party bringing the dispute must send the notice and complaint in writing. You must send your notice to the Notice Address. After receiving notice, the other party has 30 days to attempt to resolve the issue before a suit or arbitration commences. We will pay all costs associated with administering an arbitration brought by you in good faith, if you cannot get a waiver and ask us to pay. Further, we will pay legal fees and costs if you win or as required by law or the arbitrator. This Arbitration Clause will stay in force if your Card 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.

This Card is issued by Pathward, National Association, Member FDIC.
5501 S. Broadband Lane
Sioux Falls, SD 57108
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https//:redeem.giftcards.com
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