

Please notify us if you have any problems using your Card. You agree that we are not responsible for any interruption of service.

#### 10 Information About Your Right to Dispute Errors

10.1 In case of errors or questions about your Card transactions, call toll-free the number listed on the back of your Card. You may also call this number to be provided with an address for writing to us. Contact Card Services if you think your transaction history or receipt is wrong or if you need more information about a transaction listed in your transaction history. You must contact us within sixty (60) days after the date you electronically access your account in which the transaction was reflected. You will be required to (1) Provide your name and Card number (if any); (2) Describe the error or the transaction you are unsure about, and explain why you believe it is an error or why you need more information; (3) Provide the amount of the suspected error.

10.2 For the purpose of these disclosures, our business days are Monday to Friday, except for public bank holidays.

#### 11 Amendment and Cancellation

11.1 We may amend or change the terms of this Agreement at any time without prior notice to you except as required by applicable law. The most current version of this Agreement will be available to you at [www.cashpassport.com/travelex/us](http://www.cashpassport.com/travelex/us)

11.2 We may cancel or suspend your Card or this Agreement at any time without prior notice to you, except as required by applicable law. You may cancel this Agreement at any time by writing to or emailing Card Services. Your termination of this Agreement will not affect any of our rights or your obligations arising under this Agreement prior to termination. Should your Card account be closed, you will need to contact us to obtain any balance remaining on the Card, subject to the Balance Refund Fee.

#### 12 Telephone monitoring

We may monitor or record telephone calls with you to aid us in the provision of the Card Services, to detect or prevent fraud or other crimes, to help improve our service and for staff training purposes.

#### 13 Transferring our rights

We may assign any of our rights and obligations under the Agreement, without your prior consent, to any other person or business, subject to such party continuing the obligations in the Agreement to you.

#### 14 Arbitration

14.1 **Purpose:** This Arbitration Provision sets forth the circumstances and procedures under which claims (as defined below) may be arbitrated instead of litigated in court.

14.2 **Definitions:** As used in this Arbitration Provision, the term "Claim" means any claim, dispute or controversy between you and us arising from or relating to the Card or this Agreement as well as any related or prior agreement that you may have had with us or the relationships resulting from this Agreement, including the validity, enforceability or scope of this Arbitration Provision or the Agreements. "Claim" includes claims of every kind and nature,

including but not limited to initial claims, counterclaims, cross-claims and third-party claims and claims based upon contract, tort, fraud and other intentional torts, statutes, regulations, common law and equity. The term "Claim" is to be given the broadest possible meaning that will be enforced and includes, by way of example and without limitation, any claim, dispute or controversy that arises from or relates to (i) your Card(s); (ii) the amount of available funds in the Card Accounts; (iii) advertisements, promotions or oral or written statements related to the Card(s), goods or services related to the Card(s); (iv) the benefits and services related to the Card(s); and (v) your enrollment for any Card. We shall not elect to use arbitration under the Arbitration Provision for any Claim that you properly file and pursue in a small claims court of your state or municipality so long as the Claim is individual and pending only in the court. As used in the Arbitration Provision, the terms "we" and "us" shall for all purposes mean MetaBank, wholly or majority owned subsidiaries, affiliates, licensees, predecessors, successors, and assigns; and all of their agents, employees, directors and representatives. In addition, "we" or "us" shall include any third party using or providing any product, service or benefit in connection with any Card(s) (including, but not limited to merchants who accept the Card, third parties who use or provide services, debt collectors and all of their agents, employees, directors and representatives) if, and only if, such third party is named as a co-party with us (or files a Claim with or against us) in connection with a Claim asserted by you. As solely used in this Arbitration Provision, the terms "you" or "yours" shall mean all persons or entities approved by us to have and/or use a Card(s).

14.3 **Initiation of Arbitration Proceeding/Selection of Administrator:** Any Claim shall be resolved, upon the election by you or us, by arbitration pursuant to this Arbitration Provision and the code of procedures of the national arbitration organization to which the Claim is referred in effect at the time the Claim is filed. Claims shall be referred to either the Judicial Arbitration and Mediation Services ("JAMS") or the American Arbitration Association ("AAA"), as selected by the party electing to use arbitration. If a selection by us of one of these organizations is unacceptable to you, you shall have the right within thirty (30) days after you receive notice of our election to select the other organization listed to serve as arbitrator administrator. For a copy of the procedures, to file a Claim or for other information about these organizations, contact them as follows: (i) JAMS at 1920 Main Street, Suite 300, Los Angeles, CA 92614; website at [www.jamsadr.com](http://www.jamsadr.com), or (ii) AAA at 335 Madison Avenue, New York, NY 10017; website at [www.adr.org](http://www.adr.org).

14.4 **Significance of Arbitration:** IF ARBITRATION IS CHOSEN BY ANY PARTY WITH RESPECT TO A CLAIM, NEITHER YOU NOR WE WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM IN COURT OR HAVE A JURY TRIAL ON THAT CLAIM, OR TO ENGAGE IN DISCOVERY EXCEPT AS PROVIDED FOR IN THE CODE OF PROCEDURES OF JAMS OR AAA, AS APPLICABLE (THE "CODE"). FURTHER, YOU WILL NOT HAVE THE RIGHT TO PARTICIPATE IN A REPRESENTATIVE CAPACITY OR AS A MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION. EXCEPT AS SET FORTH BELOW, THE ARBITRATOR'S DECISION WILL BE

FINAL AND BINDING. NOTE THAT OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT ALSO MAY NOT BE AVAILABLE IN ARBITRATION.

14.5 **Restrictions on Arbitration:** If either party elects to resolve a Claim by arbitration, that Claim shall be arbitrated on an individual basis. There shall be no right or authority for any Claims to be arbitrated on a class action basis or on bases involving Claims brought in a purported representative capacity on behalf of the general public, other cardholders or other persons similarly situated. The arbitrator's authority to resolve Claims is limited to Claims between you and us alone, and the arbitrator's authority to make awards is limited to you and us alone. Furthermore, Claims brought by you against us or by us against you may not be joined or consolidated in arbitration with Claims brought by or against someone other than you, unless otherwise agreed to in writing by all parties.

14.6 **Location of Arbitration/Payment of Fees:** Any arbitration hearing that you attend shall take place in the federal judicial district of your residence. At your written request, we will consider in good faith making a temporary advance of all or part of the filing administrative and/or hearing fees for any Claim you initiate as to which you or we seek arbitration. At the conclusion of the arbitration (or any appeal thereof), the arbitrator (or panel) will decide who will ultimately be responsible for paying the filing, administrative and/or hearing fees in connection with the arbitration (or appeal). If and to the extent you incur filing, administrative and/or hearing fees in arbitration, including for any appeal, exceeding the amount they would have been if the Claim had been brought in the state or federal court which is closest to your billing address and would have had jurisdiction over the Claim, we will reimburse you to that extent unless the arbitrator (or panel) determines that the fees were incurred without any substantial justification.

14.7 **Arbitration Procedures:** This Arbitration Provision is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C. Sections 1-16, as it may be amended (the "FAA"). The arbitration shall be governed by the applicable Code, except that (to the extent enforceable under the FAA) this arbitration Provision shall control if it is inconsistent with the applicable Code. The arbitrator shall apply applicable substantive law consistent with the FAA and applicable statutes of limitations and shall honor claims of privilege recognized at law and, at the timely request of either party, shall provide a brief written explanation of the basis for the decision. In conducting the arbitration proceeding, the arbitrator shall not apply the Federal or any state rules of civil procedure or rules of evidence. Either party may submit a request to the arbitrator to expand the scope of discovery allowable under the applicable Code. The party submitting such a request must provide a copy to the other party, who may submit objections to the arbitrator with a copy of the objections provided to the request party, within fifteen (15) days of receiving the requesting party's notice. The granting or denial of such request will be in the sole discretion of the arbitrator who shall notify the parties of his/her decision within twenty (20) days of the objecting party's submission. The arbitrator shall take reasonable steps to preserve the privacy of individuals, and of business matters. Judgment

upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The arbitrator's decision will be final and binding, except for any right of appeal provided by the FAA. However, any party can appeal that award to a three-arbitrator panel administered by the same arbitration organization, which shall consider anew any aspect of the initial award objected to by the appealing party. The appealing party shall have thirty (30) days from the date of entry of the written arbitration award to notify the arbitration organization that it is exercising the right of appeal. The appeal shall be filed with the arbitration organization in the form of a dated writing. The arbitration organization will then notify the other party that the award has been appealed. The arbitration organization will appoint a three-arbitrator panel which will conduct an arbitration pursuant to its Code and issue its decision within one hundred and twenty (120) days of the date of the appellant's written notice. The decision of the panel shall be by majority vote and shall be final and binding.

14.8 **Continuation:** This Arbitration Provision shall survive termination of your Card(s) as well as voluntary payment of any debt in full by you, any legal proceeding by us to collect a debt owed by you, and any bankruptcy by you or us. If any portion of this Arbitration Provision is deemed invalid or unenforceable under any principle or provision of law or equity, consistent with the FAA, it shall not invalidate the remaining portions of this Arbitration Provision, the Agreement or any prior agreement you may have had with us, each of which shall be enforceable regardless of such invalidity.

14.9 **EUR** means the lawful currency of the Eurozone.

**Expiration Date** means the later of either the expiration of the initial Card (including any Replacement Card) issued to you under this Agreement, or the Additional Card.

**GBP** means the lawful currency of Great Britain.

**JPY** means the lawful currency of Japan.

**My Account** means your unique login information to access the internet site at [www.cashpassport.com/travelex/us](http://www.cashpassport.com/travelex/us), which gives access to information about the Card using the security details.

**PIN** means a unique Personal Identification Number allocated to each Card.

**Purchase Location** means any location from which you may purchase the Card within the country of purchase, and/or online as applicable (please refer to the Welcome Booklet for more information).

**USD** means the lawful currency of the United States of America.

**You, your** means the purchaser of the Card who is authorized to use the Card as provided for in this Agreement.

15.1 **Website.** If you have any questions regarding the Card, please visit us at [www.cashpassport.com/travelex/us](http://www.cashpassport.com/travelex/us)

15.2 **Customer Service Telephone Number.** If you have any further inquiries, or are dissatisfied with the standard of service, you think we have made a mistake in operating the Card or you require information about your personal information, please contact Card Services at **(877) 856-2471**.

15.3 **Address.** We can be also be contacted by writing to Card Services, Access Prepaid Worldwide Ltd, Worldwide House, Thorpe Wood, Peterborough, PE3 6SB, England, United Kingdom.

#### 16 Definitions:

**Additional Card** means an additional Card that may be purchased by you to use as a backup for security purposes.

**ATM** means Automated Teller Machine.

**AUD** means the lawful currency of Australia.

**Bank, we, us, our** means MetaBank, our successors, affiliates or assignees.

**CAD** means the lawful currency of Canada.

**Card** means the "Multi-Currency Cash Passport Prepaid MasterCard" with ATM and merchant access and functionality, as set out in the Agreement. Any reference to Card also includes any Additional Card.

**Card Account** means the aggregate sum of all the funds loaded onto the Card in each Currency and available for transactions;

**Card Services** means any services, including call center services, provided by us or our third party service provider, Access Prepaid Worldwide Ltd (the "**Program Manager**"), in connection with the Card.

**Currency, Currencies** means, subject to Section 2.4, any one (1) or more of USD, GBP, EUR, CAD, AUD, JPY and any additional currency that we may make available in connection with the Card from time to time.

**EUR** means the lawful currency of the Eurozone.

**Expiration Date** means the later of either the expiration of the initial Card (including any Replacement Card) issued to you under this Agreement, or the Additional Card.

**GBP** means the lawful currency of Great Britain.

**JPY** means the lawful currency of Japan.

**My Account** means your unique login information to access the internet site at [www.cashpassport.com/travelex/us](http://www.cashpassport.com/travelex/us), which gives access to information about the Card using the security details.

**PIN** means a unique Personal Identification Number allocated to each Card.

**Purchase Location** means any location from which you may purchase the Card within the country of purchase, and/or online as applicable (please refer to the Welcome Booklet for more information).

**USD** means the lawful currency of the United States of America.

**You, your** means the purchaser of the Card who is authorized to use the Card as provided for in this Agreement.

This Card is issued by MetaBank, Member FDIC  
5501 S. Broadband Lane  
Sioux Falls, SD 57108  
**(877) 856-2471**  
[www.cashpassport.com/travelex/us](http://www.cashpassport.com/travelex/us)

Multi-currency Cash Passport Prepaid Card is issued by MetaBank™, member FDIC, pursuant to license by MasterCard International Incorporated. MasterCard is a registered trademark of MasterCard International Incorporated.

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FACTS	What Does MetaBank do with your personal information?	
<b>WHY?</b>	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.	
<b>WHAT?</b>	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 other personal information such as name, address and phone number and</li> <li>Transaction Activity</li> </ul> When you are no longer our customer, we continue to share your information as described in this notice.	
<b>HOW?</b>	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 chooses to share; and whether you can limit this sharing.	
<b>Reasons we can share your personal information</b>	<b>Does MetaBank share?</b>	<b>Can you limit this sharing?</b>
<b>For our everyday business purposes</b> – such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
<b>For our marketing purposes</b> – to offer our products and services to you	Yes	No
<b>For joint marketing with other financial companies</b>	Yes	No
<b>For our affiliates' everyday business purposes</b> – information about your transactions and experiences	Yes	We do not share
<b>For our affiliates' everyday business purposes</b> – information about your creditworthiness	No	We do not share
<b>For our affiliates to market to you</b>	No	We do not share
<b>For nonaffiliates to market to you</b>	No	We do not share

<b>Questions?</b>	Call <b>(877) 856-2471</b> or visit <a href="http://www.cashpassport.com/travelex/us">www.cashpassport.com/travelex/us</a>
<b>Who we are</b>	
<b>Who is providing this notice?</b>	This privacy policy is provided by MetaBank and applies to your Multi-currency Cash Passport Prepaid Card and related products and services.
<b>What we do</b>	
<b>How does MetaBank protect my personal information?</b>	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.
<b>How does MetaBank collect my personal information?</b>	We collect your personal information, for example when you <ul style="list-style-type: none"> <li>Open a Card account or use your Card</li> <li>Make a purchase or other transaction</li> <li>Provide us your name or other information</li> </ul>
<b>Why can't I limit all sharing?</b>	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.
<b>Definitions</b>	
<b>Affiliates</b>	Companies related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> <li>MetaBank has no affiliates with which it shares your personal information.</li> </ul>
<b>Nonaffiliates</b>	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 your personal information with nonaffiliates so they can market to you.</li> </ul>
<b>Joint marketing</b>	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. <ul style="list-style-type: none"> <li>We may partner with nonaffiliated financial companies to jointly market financial products or services to you.</li> </ul>
<b>Other Important Information</b>	
If you are a resident of California or Vermont, we will not share with nonaffiliates except for our own marketing purposes, our everyday business purposes, or with your consent. Nevada residents: We are providing this notice pursuant to Nevada law.	

CP10392/V1.0513

## Multi-currency Cash Passport™ Prepaid MasterCard® Cardholder Agreement

**IMPORTANT: PLEASE READ CAREFULLY. THIS AGREEMENT CONTAINS AN ARBITRATION PROVISION REQUIRING ALL CLAIMS TO BE RESOLVED BY WAY OF BINDING ARBITRATION.**

This document constitutes the agreement ("**Agreement**") outlining the terms and conditions under which the Multi-currency Cash Passport Prepaid MasterCard (the "**Card**") has been issued to you. By accepting and using the Card, you agree that you understand and agree to be bound by these terms and conditions. The Card will remain the property of MetaBank and must be surrendered upon demand. The Card is non-transferable, and it may be cancelled, repossessed, or revoked at any time without prior notice, subject to applicable law. Please keep this Agreement for future reference. For your reference, the definitions of terms used throughout this Agreement can be found at the end of this Agreement.

## 1 Fees and Limits

- 1.1 **Card Fees.** The fees we charge are subject to change from time to time, in accordance with the Agreement. You will be notified of any change in the applicable fees.

Multi-currency Cash Passport Prepaid MasterCard Card Fee Summary		
Fee Category	Fee Type	Amount
Fees for Getting Started:	Card Purchase Fee and Additional Card Fee (optional)	Varies by Purchase Location <sup>1</sup>
Add Money:	Reload Fee	None <sup>1</sup>
Spend Money:	Purchase Transaction Fee	None <sup>2, 3</sup>
Get Cash:	ATM Withdrawal Fee (US)	USD 3.00 (or Currency equivalent) <sup>3, 4</sup>
	ATM Withdrawal Fee (outside US)	USD 2.50 <sup>3, 4</sup> GBP 1.50 <sup>3, 4</sup> EUR 2.00 <sup>3, 4</sup> CAD 2.50 <sup>3, 4</sup> AUD 2.50 <sup>3, 4</sup> JPY 215.00 <sup>3, 4</sup>
	Bank Teller Cash Withdrawal Fee	None <sup>2, 3</sup>
Information:	ATM Balance Inquiry Fee	None <sup>4, 5</sup>
Other Services:	Currency Transfer Fee (moving funds from one Currency to another)	Foreign exchange rate will apply <sup>1</sup>
	Foreign Exchange Fee	5.50%
	Replacement Card Fee for lost or stolen Card	None
	Balance Refund Fee	USD 20.00 <sup>1</sup>
	Inactivity Fee	USD 3.00/month

<sup>1</sup> A Foreign Exchange rate will apply if transferring funds to another Currency. The Currency exchange rate is selected from the range of rates available in wholesale currency markets (which vary each day), together with a margin.

<sup>2</sup> Third-party fees may apply.

<sup>3</sup> If you obtain your funds or make a purchase in a currency other than the Currencies available on your Card, the amount deducted from your funds will be converted by the network or card association that processes the transaction into an amount in the Currencies available on your Card in the following order of priority: USD, GBP, EUR, CAD, AUD, JPY. MasterCard currently uses 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. This percentage amount is independent of the additional 5.50% Foreign Exchange Fee that we will charge as compensation for our services. See Section 6 for additional information related to transactions in foreign currencies.

<sup>4</sup> When you use an ATM, you may be charged an additional fee by the ATM operator or any network used to complete the transaction (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer). If the Currency of your transaction matches one of the Currencies on the Card and there are sufficient

funds in that Currency to cover the whole transaction, the ATM fee for that Currency will be applied. If the Currency of your transaction does not match one of the Currencies on the Card or there are insufficient funds in the relevant Currency to cover the whole transaction, then the USD ATM fee will be applied and will be converted into the last Currency being used to fund the transaction at a foreign exchange rate determined by MasterCard on the day the transaction is processed.

<sup>5</sup> If an ATM displays a balance for your Card Account, the balance displayed may be inaccurate due to the ATM displaying the balance in a currency different than the Currencies on your Card. This may be due to an exchange rate being applied that is different from ours. An ATM will not display a balance for each Currency. An accurate balance for each Currency can be obtained through My Account at [www.cashpassport.com/travelex/us](http://www.cashpassport.com/travelex/us)

[www.cashpassport.com/travelex/us](http://www.cashpassport.com/travelex/us) (877) 856-2471

**CAUTION: Loads may not be made in US Dollars. Therefore, if you cancel your travel plans or your plans change and you want to convert the funds to US Dollars, the Currency Transfer Fee will apply (see Section 6.3 for additional details). Visit [www.cashpassport.com/travelex/us](http://www.cashpassport.com/travelex/us) to find a Purchase Location.**

- 1.2 **Card Limits.** From time to time, we may limit the amount you can load on the Card, or the amount you can withdraw from ATMs or spend at merchants over certain time periods. Some merchants and ATM operators also impose their own limits on the amount that can be spent or withdrawn over a specific time period. The table below reflects the limitations on using your Card. The limits are given in USD, but they include all the Currencies loaded on to the Card.

LOAD, WITHDRAWAL and SPEND LIMITS (including all Currencies)	
Load Limitations	Limit
Maximum Card Balance	USD 8,500
Maximum Initial Load and Reload amounts (Additional limitations may apply depending on method of reload (e.g. in Purchase Location versus online)	USD 10,000 (per 7 day period) USD 20,000 (per 30 day period)
Maximum Load and Reload amounts during a 12 month period (for all Cards and including all Currencies)	USD 30,000
Minimum Initial Load amount	This may vary by Purchase Location
Minimum Reload amount	USD 250
Withdrawal Limitations	Limit
ATM Cash Withdrawal limitation	USD 1,000 (per 24 hour period)
Bank Teller Cash Withdrawal limitation	USD 250 (per 24 hour period)
Spend Limitations	Limit
Purchase Transaction limitation	USD 5,000 (per 24 hour period)
Other Limitations	Limit
Number of Active Card Accounts at any one time	1

These limitations are subject to change.

Visit [www.cashpassport.com/travelex/us](http://www.cashpassport.com/travelex/us) for the most current list of limitations.

## 2 The Card

- 2.1 **General Information.** The Card is a prepaid card, and allows you to access funds loaded to your Card Account. The Card does not constitute a checking or savings account and is not connected in any way to any other account you may have. The Card is not a gift card, nor is it intended to be used for gifting purposes. The Card is not a credit card. You will not receive any interest on the funds in your Card Account. Your funds will never expire, regardless of the expiration date on the front of your Card. There is no interest payable to you on the balance and the Card Account.

- 2.2 **Important information for opening a Card account:** To help the federal government fight the funding of terrorism and money laundering activities, the USA PATRIOT Act requires all financial institutions to obtain, verify, and record information that identifies each person who opens a Card account.

What this means for you: When you open a Card account or load your Card, we will ask you for your name, street address, date of birth, social security number and other information that will allow us to reasonably identify you. We may also ask to see your driver's license or other identifying documents at any time. Your purchase of a Card is subject to successful verification of your identity. We may limit your ability to use your Card or certain Card features until we have been able to successfully verify your identity.

- 2.3 **Initial Card Loads.** Your Card can only be loaded using USD, which must be converted into any other available Currency on your Card (Currency Transfer Fee applies). Please check with your Purchase Location or visit [www.cashpassport.com/travelex/us](http://www.cashpassport.com/travelex/us) to find out how you can reload the Card, as we may make additional methods available to reload the Card from time to time. Unless you are otherwise notified, this Agreement shall apply to such additional methods. You may only use the Card in accordance with this Agreement.

- 2.4 **Available Currencies.** The Currencies available for conversion of funds on your Card may vary from time to time. Before you decide to purchase a Card, please check with the Purchase Location or visit us at [www.cashpassport.com/travelex/us](http://www.cashpassport.com/travelex/us) for details of available Currencies. We may introduce new Currencies from time to time. If we introduce a new Currency, this Agreement shall apply to such new Currency, and unless you are otherwise notified, the Fees and Limits section shall be deemed amended to apply to such new Currency.

- 2.5 **Keeping Track of Card balance.** Subject to Section 3.4, you are responsible for determining the amount held in each Currency and for ensuring you have sufficient funds for all transactions. Subject to the terms of this Agreement, you may allocate amounts between the various Currencies via My Account at [www.cashpassport.com/travelex/us](http://www.cashpassport.com/travelex/us) and/or by such additional methods as we may make available to you from time to time.

- 2.6 **Additional Cards.** You may request one (1) Additional Card at the time of purchase, which is linked to your Card Account and can be used as a backup by you. The Card and the Additional Card are not transferable, and are available for your use only. You may not permit

another person to have access to your Card or Card number. If you do provide access to your Card or Card number, you are liable for all transactions made with the Card or Card number by those persons.

## 3 Using the Card

- 3.1 **Card Acceptance.** The Card can be used worldwide wherever Debit MasterCard<sup>®</sup>, Maestro, or Accel<sup>™</sup> are accepted, at ATMs and merchants, including shops, restaurants and online, providing there are sufficient funds available on the Card for the transaction, including any applicable fees. Although the MasterCard Acceptance Mark may be displayed, the Card may not operate in some countries, due to restrictions. Please verify the list of countries with restrictions at [www.cashpassport.com/travelex/us](http://www.cashpassport.com/travelex/us)

- 3.2 **Loading Additional Funds.** Until expiration or closure of your Card, you can add additional funds to each Currency (except USD Currency which is not available for reloads) through a Purchase Location (who will advise you of the acceptable methods of payment) or through other methods made available from time to time, which are set out at [www.cashpassport.com/travelex/us](http://www.cashpassport.com/travelex/us), and are subject to certain limits and a fee (refer to the Fees and Limits section).

- 3.3 **Balances in Multiple Currencies.** Subject to Sections 3.4 and 6.3, the applicable Currency balance (and therefore the total Card Account) will be debited with the amount of each cash withdrawal or transaction plus any applicable fee, and these debits will reduce the balance of the applicable Currency (and therefore the total Card Account). Merchants that accept the Card are required to seek authorization from us for all the transactions that you make and we cannot stop a transaction once authorized. Some merchants may not be able to authorize your transaction if they cannot obtain an online authorization from us. Examples include some in-flight purchases, car park vending machines and toll booths.

- 3.4 **Insufficient Funds.** If there are insufficient funds in a particular Currency to pay for a transaction, the balance of the transaction will be automatically processed using other Currencies held on the Card in the following order of priority: USD, GBP, EUR, CAD, AUD, JPY. If, following use of the available balances of all Currencies, there are still insufficient funds to pay for a transaction, the Card may be declined or the merchant may allow you to pay the balance by some other means. If we change the Currencies available to you in connection with the Card, we will notify you of the new order of priority for the purposes of the Agreement, directly and/or through [www.cashpassport.com/travelex/us](http://www.cashpassport.com/travelex/us)

- 3.5 **Authorization Holds.** When you use your Card to pay for goods or services, certain merchants (such as hotels, bars, restaurants, telecommunication services and gas stations) may require authorization of the transaction for an additional amount to ensure that sufficient funds will be available to cover the final transaction. We are required to authorize the transaction in advance, including applicable fees, and commit to make the requested funds available when the transaction settles which will result in a temporary hold on the funds for the amount indicated by the merchant. Until final settlement of the transaction, those funds will not be available to you for other purposes. However, you will only be charged for the actual and final amount of the transaction. Additionally, we do not recommend using the Card as a guarantee of payment (for

example, as a deposit for hotels, cruise lines or car rental) as such transactions may cause a temporary hold on the funds (making the funds unavailable to you) for the amount indicated by the merchant until the final transaction settles.

- 3.6 **Card Expiration.** The Card is only for your use and expires on the date on the front of the Card. Upon expiration of your Card, you will either need to obtain a new Card and have the balance of the expired Card transferred to the new Card (in which case the Card Purchase Fee will apply) or request a balance refund in accordance with Section 7 (in which case the Balance Refund Fee will apply).

- 3.7 **Replacement Card.** If the Card is damaged, lost or stolen, you may contact Card Services to request a replacement Card ("Replacement Card").

- 3.8 **Inactivity Fees.** A monthly inactivity fee will be charged after twelve (12) months of inactivity. If the available Card Account, following the debit of any monthly inactivity fee (please refer to the Fees and Limits section) is less than the fee, we will waive the difference.

- 3.9 **Impermissible Activity.** You agree not to use the Card for money transfers (i.e. sending funds to a third party) or to access money transfer services, or for accessing or purchasing goods from adult or gambling locations or internet sites, or for any unlawful activity. You must comply with all laws and regulations (including any foreign exchange controls) in respect of the Card in the country of purchase and/or use. We reserve the right to suspend the Card, close your Card, and exercise any other remedies available to us due to your failure to comply with any part of this provision.

- 3.10 **Negative Balance Not Allowed.** You are not allowed to conduct transactions that would exceed that amount of funds available on your Card. Nevertheless, if a transaction exceeds the balance available, you shall remain fully liable to us for the amount of the transaction.

- 3.11 **Right of Set Off.** We are entitled to set off any sum of money on the Card due from you to us against any positive balance on any other card held by you with us. We are entitled to set off any sum of money on a Currency due from you to us against any positive balance on any other Currency on your Card. If we set off any sum of money on a Currency due from you to us against any positive balance in any other Currency, a foreign exchange rate will apply.

## 4 Keeping the Card and PIN secure

- 4.1 **Your Card and PIN.** You must sign the back of the Card as soon as you receive it. You will be given a Personalized Identification Number ("PIN") to be used with your Card to obtain cash from any Automated Teller Machine ("ATM") or to use at any point-of-sale ("POS") device where Debit MasterCard<sup>®</sup>, Maestro, or Accel are accepted.

- 4.2 **Keeping Card and PIN Secure.** You must do all that you reasonably can to keep the Card and the PIN and other security details secret and safe at all times and not disclose them to any third party. You should not write or keep your PIN with your Card. You must never allow anyone else to use the Card, PIN or other security information. We will never ask you to reveal any PIN.

- 4.3 **Retrieving a PIN.** You cannot change the PIN issued with the Card. If you forget the PIN, you can call Card Services at any time to retrieve your PIN by following the prompts and answering the security questions you supplied on your application.

- 4.4 **Disabled PINs.** The PIN may be disabled if an incorrect PIN is entered three (3) times during a 24 hour period. If the PIN is disabled, please contact Card Services for assistance. There may be a twenty-four (24) hour delay in reactivating your PIN, and we may not be able to reactivate the PIN while you are traveling outside the USA. If the PIN is disabled, or if a merchant does not accept chip and PIN, you will be required to sign for any transactions at merchants, provided that this is supported by and acceptable to the merchant.

- 4.5 **Loss of Card or PIN.** You must call Card Services immediately and without undue delay if you lose the Card, believe it could be misused or you suspect that someone else may know the PIN or any other security details. We will suspend the Card to prevent further use. If a lost Card is subsequently found, it must not be used unless Card Services confirms it may be used.

## 5 Returns and refunds

If you are entitled to a refund for any reason, for goods or services obtained with your Card, you agree to accept credits to your Card for such refunds. The amounts credited to your Card for refunds may not be available for up to five (5) days from the date the refund transaction occurs, and will be made to the Card in the applicable Currency.

## 6 Foreign Currency Transactions

- 6.1 **Application of Foreign Exchange Rates.** There are instances where a foreign exchange rate will apply: (i) initial load or reload, where you allocate funds in a foreign Currency; (ii) point of sale transactions, where the transaction is in a currency that is not one of the Currencies available on the Card (including any transaction where we deduct funds under Section 3.4 due to insufficient funds); (iii) ATM withdrawals where the local currency is not one of the Currencies available on the Card (including any transaction where we deduct funds under Section 3.4 due to insufficient funds); (iv) where you allocate funds from one Currency to a different Currency; (v) where we allocate funds from one Currency to a different Currency in accordance with the Agreement; (vi) where you close your Card or redeem the balance of the Card under Section 7; and (vii) when an inactivity fee is charged and there are insufficient funds available in USD. The method for calculating the foreign exchange rate for each scenario is as set out below.

- 6.2 **Variances in Foreign Exchange Rates.** The foreign exchange rate used for initial loads and reloads varies by Purchase Location and the load or reload methods that you use, and the time that it takes to load and reload the Card. When funds are loaded onto the Card, the payment is made by you in USD and we convert that amount into the Currency of your choice. You may request the applicable exchange rate(s) from the Purchase Location beforehand. If transactions are conducted online, the foreign exchange rate that will apply will be the exchange rate in effect on the day the transaction takes place (for example, if you schedule a transfer of funds from one Currency to another during non-business hours, the exchange rate that will apply will be the rate in effect on the

date we move your funds). The transaction history in My Account at [www.cashpassport.com/travelex/us](http://www.cashpassport.com/travelex/us) will show the foreign exchange rate applied. We recommend that you check [www.cashpassport.com/travelex/us](http://www.cashpassport.com/travelex/us) from time to time for the methods available to load or reload the Card.

- 6.3 **Changes to Foreign Exchange Rates.** Foreign exchange rates are subject to change and the rate that applies one day will not necessarily be the same on any other day. The foreign exchange rate used when you move funds from one Currency to another Currency is set and determined by Card Services and selected from the range of rates available in wholesale currency markets (which vary each day), together with a margin. If you close your Card or request a balance refund under Section 7, these funds will be converted into USD using the foreign exchange rate in effect at such time.

- 6.4 **Transactions in Unavailable Currencies.** If an ATM withdrawal or point of sale transaction is made in a currency which is different from any of the available Currencies on the Card, or exceeds the relevant available Currency balance on the Card, the amount will be funded by converting the transaction amount into the next available Currency balance on the Card in the following order of priority: USD, GBP, EUR, CAD, AUD, JPY. The foreign exchange rate used in this instance is the rate determined by MasterCard<sup>®</sup> to be the wholesale rate in effect on the day the transaction is processed, plus the Foreign Exchange Fee (see the Fees and Limits section).

- 6.5 **Inactivity Fee where USD is insufficient.** The inactivity fee will be charged in USD unless there are insufficient funds available in USD, in which case the amount will be funded by converting the outstanding amount into the next available Currency balance on the Card and a foreign exchange rate will be applied. The foreign exchange rate used is the rate determined by MasterCard to be the wholesale rate in effect on the day the fee is applied.

## 7 Redeeming Unspent Funds

- 7.1 **Via a Purchase Location or by telephone.** If applicable, you may redeem any unspent funds on your Card through any Purchase Location or by calling us at (877) 856-2471 and conducting a balance transfer to another US bank account registered in your name. Redeeming the balance of unspent funds will be in USD at an exchange rate determined by us at the time of redemption. Not all Purchase Locations will offer this redemption service. Payment will be in USD and the exchange rate may apply. A Balance Refund Fee may be charged for this service. Please check with the Purchase Location for more information on whether redemption is available at the Purchase Location.

- 7.2 **Redeeming funds.** You can redeem any unspent funds on your Card by using the Card at ATMs and POS, wherever Debit MasterCard, Maestro, or Accel are accepted. A foreign exchange rate and a fee may apply – please refer to Section 6 and the fees and limits section. You may also be able to use your remaining funds at participating merchants for partial payments if your Card balance is not sufficient for the whole transaction, provided the merchant allows it.

- 7.3 A Balance Refund Fee may be charged for redeeming unspent funds on the Card at the Purchase Location or via Card Services, if: (i) you redeem unspent funds on the Card before the Expiration Date; or (ii) you close your Card and redeem unspent funds; or (iii) you redeem unspent funds on the Card after the Expiration Date.

## 8 Our Liability for Failure to Complete Transactions

In no event will we be liable for the following:

- If, through no fault of ours, you do not have enough funds available in your Card Account to complete the transaction;
- If a merchant refuses to accept your Card;
- If an ATM where you are making a cash withdrawal does not have enough cash;
- 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;
- If access to your Card has been blocked after you reported your Card or PIN lost or stolen;
- If there is a hold or your funds are subject to legal process or other encumbrance restricting their use;
- If we have reason to believe the requested transaction is unauthorized;
- If circumstances beyond our control (such as fire, flood, computer or communication failure) prevent the completion of the transaction, despite reasonable precautions that we have taken;
- Any other exception stated in our Agreement with you.

## 9 Your Liability for Unauthorized Transactions

- 9.1 **MasterCard Transactions.** Tell us, AT ONCE, if you believe your Card has been lost or stolen or of any unauthorized transactions. Your liability for unauthorized transactions that take place on the MasterCard system is zero US Dollar (\$0). We may require you to provide a written statement regarding claims of unauthorized transactions. These provisions limiting your liability do not apply to ATM, POS, any transaction that occurs on the Accel system, or any other debit transactions that do not take place on the MasterCard system. You may not be entitled to zero US Dollar (\$0) liability in the event you did not exercise reasonable care in safeguarding your Card from unauthorized use. For example, if you directly gave permission or implied that a person had the right to use your Card, that use is not unauthorized. Additionally, if you received benefit from the purchase, the use is not unauthorized, and you may not be eligible for zero US Dollar (\$0) liability coverage and your liability will therefore be unlimited.

- 9.2 **Other Transactions.** For any other transactions that do not take place on the MasterCard system, telephoning toll-free the number listed on the back of your Card is the best way of keeping your possible losses down. If your Card has been lost or stolen, we will close your Card to keep losses down. We reserve the right to investigate any claim you may make with respect to a lost or stolen Card, and you agree to cooperate with such investigation. We may ask you for a written statement, affidavit or other information in support of the claim.

- 9.3 **Interruptions of Service.** From time to time, your Card and/or Card Services may be inoperative, and when this happens, you may be unable to use your Card or obtain information about your balance.