

MASTERCARD PREPAID CARD CARDHOLDER AGREEMENT — PLEASE READ CAREFULLY

General Information

1. Please sign the back of the Card immediately. By signing, accepting or using the Card, you agree to be bound by this Agreement. The Card will be active when you receive it, unless otherwise stated on the front of the Card carrier or Card sticker.
2. You may use the Card to purchase or lease goods or services everywhere Mastercard is accepted. This is not a gift card. This card is issued for loyalty, award, or promotional purposes
3. The Card is valid from receipt to the last day of the month of the expiration date printed on the front of the Card. However, we may terminate this agreement immediately if you breach any of its conditions or we have reason to believe that you have used, or intend to use the Card in a grossly negligent manner, or for fraudulent or other unlawful purposes, or if we cannot process your transactions due to the actions of third parties. The funds available to you during the valid usage dates of the Card are corporate funds to which you have been granted conditional access rights. Upon expiration of the Card, you agree that any unused value will be forfeited.
4. You may not load funds to the Card. Only the Program Manager may load funds to the Card Account. The Card is reloadable after the initial loading, unless otherwise indicated on the Card itself. If the back of the Card indicates that it is non-reloadable, then the maximum currency value of the Card will be printed on the front of it.
5. When you use the card to carry out a transaction, the purchasing amount and any applicable fees will be deducted from the remaining balance on the Card. In any case where the purchasing amount exceeds that of the remaining balance, you will be held responsible for paying the excess amount by contacting us at www.prepaidcardstatus.com. You will need to authorise each transaction so that we can check it is genuine by, where applicable, using or submitting your PIN or any other security code or Card- related information personal to you or signing a sales voucher.
6. If there are insufficient funds on the Card at the time of purchase, your transaction will be declined. To use your Card on a purchase greater than the available balance, notify the cashier that you want to split the transaction and tell the cashier the balance of your Card. Then, provide another form of payment (cheque, cash, credit card) for the remaining difference. Note that some merchants may not support split transactions.
7. You may obtain real-time transaction and balance information by accessing the customer service website at www.prepaidcardstatus.com.
8. It is your responsibility to keep your Card safe. Your Card has monetary value and needs to be taken care of as such. You must keep your PIN secret at all times. Do not write it down or reveal it to anyone. If you lose your Card, or believe that it has been compromised in any way, you must reach out to our customer service center immediately. The customer service center telephone number can be found at prepaidcardstatus.com. If necessary, our customer service team will provide assistance by closing your card and blocking all transaction activity. If Card closure is necessary, you may be reissued a new Card for the unused balance less a Card Reissue Fee. Once you have contacted us, you will not be responsible for any subsequent unauthorised transactions that are made; but you may be held responsible for any transactions that have taken place prior to contacting our customer service center. If we identify that a disputed transaction was authorised by you, or you have not kept your Card or PIN secure, we will not refund the transaction amount.
9. If you wish to purchase fuel, it must be paid for at the till point. The Card cannot be used for a "Self Service" transaction at an automated fuel dispenser.
10. When making an internet purchase, the merchant may require you to verify the billing address associated with your Card. You may verify or update the name and billing address associated with your Card at prepaidcardstatus.com.
11. You may not use the Card to obtain cash from an Automated Teller Machine ("ATM"), Point-of-Sale ("POS") device, or by any other means.
12. Certain merchants, or the Issuer, may increase the purchase authorization request to accommodate for potential Card overdrafts. They may also place a "hold" on your Card's available balance for this same reason. This type of action is most often performed by merchants that belong to certain merchant categories. These categories may include but are not limited to: hotels, fuel stations, car rental agencies, cruise lines, mail order, and telecommunications companies.

Card Fees (Fees are charged in the currency indicated on the back of your Card)	
Monthly Maintenance Fee	2.95 per month (Beginning on the first month following the expiration date of the Card; assessed until Card Account balance is zero)
Card Closure Fee	10.00 one-time (Charged if a check is issued to you for any remaining balance upon Card Account closure)
Card Reissue Fee	10.00 per request (Charged for the reissue of a Card for any reason)
Currency Conversion Fee	2.00% of the transaction amount

Web Support: Visit prepaidcardstatus.com to contact us, check your balance, view transactions, get your PIN or update your billing address information. You can also call us at 1-866-230-3809 or the number on the back of your Card.

PIN Retrieval: You can get the PIN for your Card at www.prepaidcardstatus.com. You can also call the telephone number on the back of your Card and select Option 5.

Terms and Conditions

Definitions: "Issuer" means Transact Payments Limited, whose registered office is at 6.20 World Trade Center, 6 Bayside Road, Gibraltar, GX11 1AA also referred to as "Issuer" or "Us" or "We." "Card" means the Mastercard Prepaid Card provided to you, including a virtual card account or replacement card. "Card Program" means the Card related services marketed or made available to you, subject to the terms and conditions of this Prepaid Card Cardholder Agreement. "Card Program Manager" means the corporate entity responsible for managing the Card program. "Transaction" means a request by a User to make purchases for goods or services at a retail merchant location, including payments by internet, phone or mail order. "You" and "Your" means the authorised user or recipient of the Card, who must be over the age of 18.

Nature of the Card: This Card represents a general liability of the Issuer. The money paid is not a deposit and does not establish a separate individual account with the Issuer. You cannot link the Card to any deposit or credit account you may have with the Issuer or any other financial institution. The Issuer reserves the right to revoke any Card on which the User has attempted to charge more than the prepaid amount or remaining unused monetary value accessible by the Card or for any other reason to protect the interest of the Issuer.

Fees: You agree to pay all of the fees charged by the Issuer for the Card, including transaction fees or Card Program Service Fees applicable to any use of your Card. You also agree to pay any fees imposed by others for purchases such as transaction fees, handling fees, etc. You also agree to pay fees associated with reissuing Cards on your behalf. Fees are charged in the issuing currency printed on the back of your Card.

Assignment: We may assign the benefit and burden of these terms and conditions to another company at any time, on giving you at least two months prior notice of this. If we do this, your rights will not be affected. If you assign or transfer this Card to any other person, these terms and conditions shall automatically be transferred to, and shall be binding upon such new holder or User of such Card, and such persons, his/her agents, legal representatives, heirs and estate.

Ownership: Your Card is issued by Transact Payments Limited, a registered company in Gibraltar, Company Registration No. 108217. Authorised and regulated as an e-money issuer by the Gibraltar Financial Services Commission. Your Card Program is serviced and operated by Swift Prepaid Solutions, Inc.

Limited Liability: Except as required by applicable law, Swift, the Issuer and their affiliates shall have no liability, of any kind whatsoever, to you for performing or failing to perform services in connections with this Agreement, unless taken with malice or in bad faith. Without limiting the above, the Issuer, Swift and their affiliates shall not be liable for the delays or mistakes which happen because of any reason beyond their control, including but not limited to acts of civil or military authorities, national emergencies, insurrection, war, riots, terrorists, failure of transportation, communication or power supply or malfunction of or unavoidable difficulties with equipment.

Customer Service - For customer service or additional information regarding the Card, please contact us via web support at www.prepaidcardstatus.com or you may also call us at 1-866-230-3809. For a local number please reference the back of the card. Our Customer Service Team will respond to your email inquiry within three working days. If after having received a response from our Customer Service Team, you are still unhappy with the outcome, you may contact the Complaints Officer of Transact Payments Limited directly via email at cardcomplaints@transactpaymentslimited.com. If the Complaints Officer is unable to respond to your complaint immediately, you will receive confirmation that your complaint has been received and a formal investigation will be conducted. You should receive a response within four weeks. If the Complaints Officer is unable to resolve your complaint, and you wish to escalate your complaint further, please contact the Payment Services Team. They can be reached at: Financial Services Commission, PO Box 940, Suite 3 Ground Floor, Atlantic Suites, Europort Avenue, Gibraltar; or via email at psdcomplaints@fsc.gi.

Insurance: Your Card is not a credit card and is not issued by a bank. The services, Card and Account are payment products and not covered by the Gibraltar Deposit Guarantee Scheme, which means that in the unlikely event of the insolvency of the issuer any unused funds may not be redeemable or usable. We will, however, safeguard the funds held on a Card so that they are protected in accordance with applicable law if we become insolvent.

Governing Law and Jurisdiction: This Agreement is governed by the laws of Gibraltar and you agree to the exclusive jurisdiction of the courts of Gibraltar.

Changes to This Agreement: This Agreement constitutes the entire Agreement between the Issuer and any User regarding the use of the Card. The Issuer may delay or waive any of its rights at any time without waiving any of its rights at any future time. Except as otherwise required by applicable law, the Issuer may change this Agreement, and its related services at any time. Amendments to this Agreement will be effective two month's following notice of the changes as posted on the website at www.prepaidcardstatus.com.

Severability: If any term of this Agreement is invalid, changed by applicable law or declared invalid by order of a court, the remaining terms of this Agreement will not be affected, and this Agreement will be interpreted as if the invalid terms had not been placed in this Agreement.

Privacy Statement: Transact Payments Limited is the Data Controller of your Personal Data (as defined under applicable Data Protection Legislation, including Regulation (EU) 2016/679 ("GDPR") associated with the application for and use of this Card and will collect certain information about the purchaser and the users of the Card in order to operate the Card Program. Your provision of your Personal Data and our processing of that Data is necessary for each of us to carry out our obligations under this Agreement. At times, the processing may be necessary so that we can take certain steps, at your request, prior to entering into this Agreement. If you fail to provide the Personal Data which we request, we will take steps to terminate this Agreement. We shall manage and protect your Personal Data in accordance with all applicable data protection laws. For full and comprehensive information about when and why we collect personal information about you, how we use it and the conditions under which we may disclose it, please refer to our Privacy Policy which is provided to you at the time we collect your Personal Data or you may also visit the website printed on the back of your card.

International Transactions: Transactions made in currencies other than the issuing currency will be converted by Mastercard and may include fees charged directly by Transact Payments Limited. The conversion may occur on a date different than the transaction date. You agree to pay the converted amount which includes the rate of exchange between the foreign currency and card currency in effect one day prior to the processing date, increased by 2%.

This Cardholder Agreement is effective 05/2018. CHA101 (TPL 1)