

GIFT CARD

TERMS & CONDITIONS

&

FAQ'S

Important Notice

Give this document to the recipient
of the gift card for any future
questions or issues

Prepaid MasterCard® Gift Card - Cardholder Agreement **IMPORTANT - PLEASE READ CAREFULLY**

Terms and Conditions for the Gift Card

This document constitutes the agreement ("Agreement") outlining the terms and conditions under which a Prepaid MasterCard® Gift Card ("Card") has been issued to you. By accepting and using this Card, you agree to be bound by the terms and conditions contained in this Agreement. Please sign your Card immediately. In this Agreement "You" and "your" mean the person or persons who have received the Card and are authorized to use the Card as provided for in this Agreement. "We," "us," and "our" mean First Federal Savings Bank of the Midwest, dba Meta Payment Systems ("Bank"), our successors, affiliates or assignees. You agree to sign the back of the Card immediately upon receipt. The Card will remain the property of Bank and must be surrendered upon demand. The Card is nontransferable, and it may be canceled, repossessed, or revoked at any time without prior notice subject to applicable law. Please read this Agreement carefully and keep it for future reference.

Definitions

The Card is a Prepaid Card loaded with a specific amount of funds, redeemable to buy goods and services anywhere MasterCard® debit cards are accepted. The Card is not connected in any way to any other account and is not FDIC insured. Our business days are Monday through Friday excluding holidays. Saturday, Sunday, and federal holidays are not considered business days, even if we are open.

Authorized Users

Until you sign the Card, you may present the card to another person for their use. That person should then sign the Card and become subject to these terms and conditions. However, once you sign the Card, it is for your use only. You are wholly responsible for the use of each Card according to the terms of this Agreement.

Using Your Card

You may use your Card to obtain goods or services wherever the Card is honored. The Card cannot be used to obtain cash, illegal transactions, and on-line gambling activity. If you use your Card number without presenting your Card (such as for a mail order or telephone purchase), the legal effect will be the same as if you used the Card itself. Payment for pay-at-the-pump stations must be made inside.

For security reasons, we may limit the amount or number of transactions you can make on your Card. You may not use your Card for any illegal transaction. You do not have the right to stop payment on any transaction made with your Card.

Each time you use your Card, you authorize us to deduct the amount of the transaction from the balance of the funds associated with the Card. **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 generally 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 shall remain fully liable to us for the amount of the transaction and any applicable fees or charges.

If you wish to use your Card for a purchase which is greater than the balance of the funds available on your Card, you must tell the merchant to charge only the exact amount of funds available on the Card to the Card and then you must arrange to pay the difference using another payment method. The merchant may require payment for the difference in cash rather than accepting another card, such as a credit or debit card. Some merchants may not accept these "split transactions". If you fail to inform the merchant prior to completing the transaction, your Card is likely to be declined.

If you commence a purchase and then change your mind and fail to make the purchase, after the merchant has already obtained an "authorization" for the transaction, the "authorization" may result in a temporary hold for that amount of funds for up to ten (10) days. Car and hotel authorizations may result in a temporary hold on funds up to thirty (30) days.

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. It may take up to [7] days for the amount of the refund to be credited to your Card.

Foreign Transactions

Foreign currency transactions will be converted to U.S. dollars under the current applicable rules of MasterCard International. The MasterCard currency conversion rate is 1%.

Receipts

You should get a receipt at the time you make a transaction using your Card. You agree to retain your receipt to verify your transactions.

Replacement Cards

If your Card is lost or stolen, there will be a fee of \$10.00 to replace it.

Balance Reimbursement Fee

If you request the remaining balance of your card to be sent to you via check, there will be a fee of \$15.00 to process your request.

Maintenance Fee

There is a monthly maintenance fee of \$2.95 which is waived for the first 6 months once your card is activated. This fee will be assessed to your Card as long as there are funds remaining on your Card.

Confidentiality

We may disclose information to third parties about your Card or the transactions you make:

- Where it is necessary for completing transactions,
- In order to verify the existence and condition of your Card for a third party, such as merchant;
- In order to comply with government agency, court order, or other legal reporting requirements;
- If you give us your written permission, or
- To our employees, auditors, affiliates, service providers, or attorneys as needed.

Our Liability for Failure to Complete Transactions

We will not be liable:

- If, through no fault of ours, you do not have enough funds available on your Card to complete the transaction;
- If a merchant refuses to accept your Card;
- 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 lost or stolen;
- 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;
- Any other exception stated in our Agreement with you.

No Warranty Regarding Goods and Services

We are not responsible for the quality, safety, legality, or any other aspect of any goods or services you purchase with your Card

Your Liability for Unauthorized Transactions

Contact us at once if you believe your Card has been lost or stolen. Call or write to us at the address or telephone number listed below. Telephoning is the best way to minimize your possible losses.

Other Terms

Your Card and your obligations under this Agreement may not be assigned. We may transfer our rights under this Agreement. Use of your Card is subject to all applicable rules and customs of any clearinghouse or other association involved in transactions. We do not waive our rights by delaying or failing to exercise them at

anytime. If any provision of this Agreement shall be 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 shall not be affected. This Card is issued by Bank pursuant to license from MasterCard International. This Agreement will be governed by the law of the State of South Dakota except to the extent governed by federal law.

Amendment and Cancellation

We may amend or change the terms of this Agreement at any time. You will be notified of any change in the manner provided 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 may cancel or suspend your Card or this Agreement at any time. You may cancel this Agreement by returning the Card to us. Your termination of this Agreement will not affect any of our rights or your obligations arising under this Agreement prior to termination.

Privacy and Data Protection

(i) Information We Collect ("Cardholder Information"):

(a) Information about purchases made with the Card, such as date of purchase, amount and place of purchase

(b) Information you provide to us when you apply for a Card, or for replacement Cards or when you contact us with customer service issues, such as name, address, phone number.

(ii) Information Security: Only those persons who need it to perform their job responsibilities are authorized to have access to Cardholder Information. In addition, we maintain physical, electronic and procedural security measures that comply with federal regulations to safeguard Cardholder Information.

(iii) Disclosure: We may use Cardholder Information to provide customer services, to process claims for lost or stolen Cards, to develop marketing programs, to help protect against fraud and to conduct research and analysis. In addition, it is often necessary for us to disclose Cardholder Information for the same purposes to companies that work with us. For example, we may provide certain Cardholder Information to companies that perform business operations or services, including marketing services, on our behalf. We may also provide certain Cardholder Information to others as permitted by law, such as government entities or other third parties in response to subpoenas.

Arbitration Disclosure

By obtaining a Card from us, you agree that if a dispute of any kind arises out of your use of the Card, either you or we or third parties involved can choose to have that dispute resolved by binding arbitration as set forth in the Arbitration Provision below. If arbitration is chosen, it will be conducted pursuant to the Code of Procedure of the Arbitration Organization selected to resolve the dispute. If you have any questions concerning the Arbitration Organization, or wish to obtain a copy of their rules and forms, you may call them at the numbers indicated below.

IF ARBITRATION IS CHOSEN BY ANY PARTY WITH RESPECT TO A CLAIM, DISPUTE OR CONTROVERSY, NEITHER YOU NOR WE WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM IN COURT OR TO HAVE A JURY TRIAL ON THAT CLAIM, OR TO ENGAGE IN PRE-ARBITRATION DISCOVERY EXCEPT AS PROVIDED FOR IN THE ARBITRATION RULES. FURTHER, YOU WILL NOT HAVE THE RIGHT TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION. THE ARBITRATOR'S DECISION WILL GENERALLY BE FINAL AND BINDING. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT MAY ALSO NOT BE AVAILABLE IN ARBITRATION. IT IS IMPORTANT THAT YOU READ THE ENTIRE ARBITRATION PROVISION CAREFULLY BEFORE SIGNING THIS APPLICATION.

Arbitration Provision

Any claim, dispute or controversy (whether in contract, regulatory, tort, or otherwise, whether pre-existing, present or future and including constitutional, statutory, common law, intentional tort and equitable claims) arising from or relating to your Gift Card or the Gift Card Terms and Conditions, or advertisements, promotions, or oral or written statements related to the Gift Card, the relationships which result from this Agreement (including, to the full extent

permitted by applicable law, relationships with third parties who are not signatories to this Agreement or this Arbitration Provision) or the validity, enforceability or scope of this Arbitration Provision or the entire Agreement (collectively "Claim"), shall be resolved, upon the election of you or us or said third parties, by binding arbitration pursuant to this Arbitration Provision and the Code of Procedure of the Arbitration Organization in effect at the time the Claim is filed. Any of the following Arbitration Organizations may be selected for purposes of resolving the Claim:

- JAMS at 1920 Main Street, Suite 300, Los Angeles, CA 92614; website: www.jamsadr.com;
- AAA at 335 Madison Avenue, New York, NY 10017; website: www.adr.org;

A party who has asserted a claim in a lawsuit in court may elect arbitration with respect to any claim(s) subsequently asserted in that lawsuit by any other party or parties. The Code of Procedure, rules and forms of the Arbitration Organization may be obtained by calling the Arbitration Organization and all Claims shall be filed at any Arbitration Organization office. (Provided, however, that if for any reason the Arbitration Organization is unable or unwilling or ceases to serve as arbitration administrator, an equivalent national arbitration organization utilizing a similar code of procedure will be substituted by us.) There shall be no authority for any claims to be arbitrated on a class action basis. Further, an arbitration can only decide our or your Claim and may not consolidate or join the claims of other persons who may have similar claims. Any participatory arbitration hearing that you attend will take place in the federal judicial district of your residence. At your request, we will advance the first \$100 of the filing and hearing fees for any Claim which you may file against us. The arbitrator will decide whether we or you will ultimately be responsible for paying any fees in connection with the arbitration. Unless inconsistent with applicable law, each party shall bear the expense of their respective attorneys', experts' and witness fees, regardless of which party prevails in the arbitration. This arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act ("FAA"), 9 U.S.C. Sections 1-16. 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. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. This Arbitration Provision shall survive the expiration or cancellation of your Gift Card. If any portion of this Arbitration Provision is deemed invalid or unenforceable under the FAA, it should not invalidate the remaining portions of this Arbitration Provision.

First Federal Savings Bank of the Midwest
2500 South Minnesota Ave.
Sioux Falls, SD 57105
Account Information 1-800-914-6710
Live Agent Support 1-801-383-1014
www.myrepaidaccount.com

Gift Card FAQ's

Q: What is a gift card?

A: A gift card is a prepaid debit card that is typically purchased at a retail location. The card represents a dollar value that can be used by the consumer to purchase goods or services from any merchant who accepts the association brand listed on the gift card (i.e. MasterCard®).

Q: Where can I use my gift card?

A: You can use your MasterCard® gift card anywhere that MasterCard® debit is accepted.

Q: How do I use my gift card?

A: You use your card the same as you would use a credit card. When you purchase items instruct the retail agent to select 'Credit' on the terminal in order for the gift card to authorize the transaction correctly.

Q: How do I find out what my balance and transaction history are on my gift card?

A: Access (www.myrepaidaccount.com)

Q: How do I register my personal information on my gift card?

A: Access (www.myrepaidaccount.com); select 'Register Card' button next to the Register Name field and enter your information and click on the 'Save Changes' button.

Q: If my card is lost or stolen, how do I report it?

A: Call 1-800-914-6710 and select the menu option to report your card Lost or Stolen.

Q: Can I use my gift card at gas stations?

A: You can use your gift card by walking into the gas station and purchasing gas at the register. Your gift card may not be used at the automated fuel dispensers.

Q: Can value be added onto my gift card after it is purchased?

A: No; the gift card is disposable and only can be loaded with value at the time of purchase. When all value is used dispose of the card.

Q: Does my gift card expire?

A: Yes, the expiration date of your gift card is listed on the front of your gift card.

Q: What if my purchase price is greater than the value available on my gift card?

A: The retail agent may be able to run a partial transaction for the value remaining on your gift card, and then the remaining balance you can pay for with another credit card, cash, or check.

Q: Will my gift card be billed any servicing fees?

A: A \$2.95 monthly maintenance fee will be assessed to your gift card on the 7th month after activation. This fee will be billed as a servicing fee to maintain your card information and manage the balance on gift card.