

Terms of Use for the Send Money to a Friend Service

IMPORTANT: THESE TERMS OF USE CONTAIN AN ARBITRATION PROVISION INCLUDING A WAIVER OF TRIAL BY JURY.

1. Terms of Use

This agreement between you and MetaBank sets forth the terms and conditions (“Terms of Use”) under which you may, from time to time, (1) initiate a Request to transfer funds to a Receiver; or (2) receive funds from a Sender as more fully described in these Terms of Use (the “Send Money to a Friend Service” or the “Service”). Certain of the services associated with the Send Money to a Friend Service are provided or managed by Money Network, a service provider for MetaBank acting on MetaBank’s behalf. MetaBank d/b/a MetaBank Payment Systems and its affiliates, directors, officers, employees, agents and service providers are sometimes referred to in these Terms of Use collectively as “MetaBank”. “We,” “our,” or “us” refer collectively to both MetaBank and Money Network as service provider. “You,” “your,” and “user” refers to the person taking part in a Service transaction or, depending on your role in a Service transaction, “Sender” or “Receiver,” as applicable. By clicking the “I Agree” button you, the user, agree to these Terms of Use, and you authorize MetaBank to perform an electronic funds transfer to or from an Eligible Account pursuant to your instructions. The Service is offered through the online Website and the Mobile App. These Terms of Use apply to your use of the Service through all means of access, and your use of any portion of the Website or Mobile App through which the Service is offered. You further agree to comply with applicable state and federal laws and regulations and warrant that you will not cause any funds to be transmitted or received that violate such laws, including without limitation, the Bank Secrecy Act and the regulations of The Office of Foreign Asset Control (OFAC).

If you are a Money Network Cardholder, these Terms of Use are in addition to the terms and conditions for the Money Network Card and related services (“Cardholder Agreement”) which shall continue to apply to your use of the Money Network Card and related services, including your initiation of electronic funds transfers from your Money Network Account through this Service. Where there is a conflict between these Terms of Use and your applicable Cardholder Agreement or other terms and conditions, these Terms of Use will control with respect to this Service. Matters not specifically addressed in these Terms of Use or your Cardholder Agreement shall be handled according to applicable laws, regulations, policies and procedures of MetaBank or applicable third party service providers.

2. Definitions

“**ACH Network**” means the Automated Clearing House transfer system, governed by the NACHA Operating Rules and Guidelines, which provides funds transfer services to participating financial institutions.

“**Business Day**” means Monday through Friday until 6:00 p.m. Eastern Time. Federal and bank holidays are not included.

“Card Account” means an account at MetaBank on which identity verification has been successfully completed where the funds accessible with a Money Network Card are held.

“Eligible Account” means for a Sender, a Card Account from which a Sender is authorized to send funds to a Receiver, and for a Receiver it is an account, designated by the Receiver, in which the Receiver is eligible, in our sole discretion, to receive funds from a Sender, including a Card Account, an account at a participating U.S. financial institution or a Virtual Card Account.

“Mobile App” means the mobile application made available by Money Network to access the Money Network Card and to facilitate the Send Money to a Friend Service and other services provided by MetaBank or Money Network.

“Money Network Card” means a prepaid card issued by MetaBank, and subject to terms and conditions between the Sender and MetaBank, with Money Network as the Program Manager.

“Money Network” means Money Network Financial, LLC and its affiliates, directors, officers, employees and agents who act as a service provider and program manager for MetaBank in connection with the Money Network Service and providing the Send Money to a Friend Service.

“Receiver” means a person who has accepted these Terms of Use and who may receive funds in an Eligible Account utilizing the Service.

“Request” means the information provided by the Sender to request that funds be transferred to a Receiver.

“Send Money to a Friend Service” or the **“Service”** means the service by which (1) a Sender may initiate a Request to transfer funds from an Eligible Account to a Receiver’s Eligible Account; and (2) a Receiver may receive funds in an Eligible Account pursuant to the Sender’s Request.

“Sender” means a person who has accepted these Terms of Use and who initiates a Request to send funds from an Eligible Account to a Receiver utilizing the Send Money to a Friend Service.

“Virtual Card Account” means the account and the card made available through the Money Network Visa Virtual Prepaid Card (“Virtual Card”) issued by MetaBank at the request of a Receiver (which can be obtained subject to the terms and conditions for the Virtual Card) who desires to receive a one-time load of funds from a Sender using the Service.

“Website” means the website(s) through which the Service is available. Senders must visit the website listed on their Money Network Card. Receivers will be provided a unique link in the email message notifying you of the Sender’s Request. Cardholders may visit the website listed on their Money Network Card to access other features of their Card Account.

“Verification Code” means the unique code created by the Sender when initiating a Request, and which must be provided by the Sender to the Receiver, and submitted by the Receiver to complete the transfer.

3. Senders and Sending Funds

- a. The Service enables the Sender to utilize the Website or the Mobile App to initiate a one-time Request to transfer funds, denominated in U.S. Dollars, from an Eligible Account to a Receiver's Eligible Account.
- b. To use the Service, the Sender must initiate a Request by (1) entering the information to identify the Eligible Account from which the funds will be debited, (2) providing payment instructions as requested by the Website or Mobile App, (3) creating a unique Verification Code, and (4) providing the name and email address of the Receiver to whom funds are to be transferred. Upon receipt of a valid Request, a notification will be sent to the Receiver, who must designate an Eligible Account in which the funds will be received and enter the Verification Code in order to complete the transaction. It is the Sender's responsibility to provide the Verification Code directly to the Receiver. You agree that our receipt of Sender's funds to be transferred to a Receiver shall not be deemed to have occurred and our obligation to complete a transfer shall not begin until such time as the Receiver provides us with (or we otherwise obtain) all required information necessary to process the Request in accordance with these Terms of Use. If a Receiver fails to provide information necessary to complete the transfer within ten (10) Business Days, the transaction will be cancelled and the hold on Sender's funds will be released. Any cancellation of a Request prior to the Receiver providing us with such information shall be subject to the provisions of Section 13, below.
- c. Sender understands that upon initiating a Request and selecting a 'Submit' instruction that we may immediately begin to process the Request and place a hold on those funds in the Eligible Account. If you wish to cancel a transaction, Sender must call us immediately. We will attempt to cancel the Request, but you acknowledge that we may be unable to do so. Sender may not cancel a Request after the Receiver designates an Eligible Account and provides the information necessary to complete the transfer.
- d. Senders may only execute a single transfer with each Request; recurring transactions and pre-scheduled transactions are not permitted.
- e. Sender understands that the Request may be cancelled if there are not enough funds in the Eligible Account to cover the payment of funds to be transferred, plus any applicable fees.

4. Receivers and Receiving Payments

- a. The Service enables Receivers to receive a transfer of funds from a Sender utilizing the Website or Mobile App. If a Sender wants to send money to you using the Service, a Sender may initiate a Request, but you, as the Receiver, must provide additional information to complete the transaction.
- b. When a Sender initiates a Request, we will send Receiver an email notification to the email address provided by the Sender containing a unique link to the Website where Receiver must provide information necessary to complete the transfer, including, but not limited to, information necessary to identify your Eligible Account. Receiver will

also need to provide the unique Verification Code created and provided to you directly by the Sender. If Receiver fails to adequately identify an Eligible Account, or otherwise fails to provide information necessary to complete the transfer within ten (10) Business Days, the transaction will be cancelled.

- c. Receiver understands that there may be a delay between the time Receiver is notified of the pending Request and the deposit of the funds into the Eligible Account, and Receiver may be required to take additional steps to facilitate the deposit of the funds into the Eligible Account.
- d. Receivers may be eligible to accept a transfer of funds using a Virtual Card, subject to the Terms and Conditions for a Virtual Card.

5. Other Authorizations

For each transaction for which you are the Sender, you represent and warrant to us that you are the primary Cardholder on the Eligible Account from which a transfer is requested and have full right and authority to all the funds on deposit therein. As a Sender, you authorize us to debit your Eligible Account for the amount of such transfers plus any related fees pursuant to your instructions, and to credit the Eligible Account designated by the Receiver. As a Sender, you further authorize us to credit the Eligible Account utilized to send funds for cancellations, rejections and returns. As a Receiver, you are authorized to credit the Eligible Account designated for receipt of funds. Receiver authorizes us and the Sender to send emails to you in connection with the Service. For a transfer from a Sender's Eligible Account to a Receiver's Eligible Account at a financial institution other than MetaBank, Sender and Receiver authorize MetaBank to use the ACH Network to make such transfers. You understand and acknowledge that we have no obligation to execute any Request that is not initiated in accordance with these Terms of Use. You understand and agree that you have access to the most current version of these Terms of Use on the Website prior to submitting any Service transaction and that submitting a transaction is your acknowledgment that you agree with the most current Terms of Use then in effect and available to you as published on the Website and Mobile App. You also acknowledge that there may be 'balance limits' on the Receiver's Eligible Account, and MetaBank may refuse to deposit funds to a Receiver's account if the transfer amount will cause the Eligible Account to exceed the established balance limits. In the event that funds are transferred into your Eligible Account using the Service, and it is determined that such transfer was improper because it was not authorized by the Sender or for any other reason, then you, as Receiver, hereby authorize MetaBank to withdraw from your Eligible Account an amount equal to the amount of funds improperly transferred to you.

6. Information Provided to MetaBank

You acknowledge and agree that we are relying upon the information you provide as a Sender or Receiver. You acknowledge that you are responsible for any errors in the information you provide to us about the Sender or Receiver, including but not limited to, incorrect or inconsistent account numbers, Receiver names, Verification Codes, or email addresses as required by the Website and Mobile App to complete the transaction. Sender funds may not reach the intended Receiver due to errors made by the Sender or Receiver, and Sender could lose all the funds requested to transfer. You understand and agree that if the information you provide identifies an

account by name and account number, the relevant financial institution receiving the instructions may execute the Request by reference to the account number and other information you provide, even if such number does not correspond to the account name and the financial institution. You understand that the financial institutions holding the Receiver's Eligible Account may not investigate discrepancies between names and numbers. In addition, you agree that we have no responsibility to investigate discrepancies between names and account numbers and financial institution names and financial institution routing numbers. If you, as Sender, suspect that you or the Receiver has entered information incorrectly or funds were sent or received in error, call us immediately. We may attempt to cancel the transaction. You acknowledge that we have no obligation to cancel a transaction or reimburse funds that were transferred according to the Sender's or Receiver's instructions, unless required by law.

7. Our Relationship With You

YOU ACKNOWLEDGE AND AGREE THAT WHEN METABANK ORIGINATES A TRANSFER INITIATED BY A SENDER USING THE SERVICE, OR CAUSES A CREDIT TO BE MADE TO AN ACCOUNT NUMBER PROVIDED BY A RECEIVER, METABANK IS ACTING ON SENDER'S BEHALF. BY INITIATING A REQUEST, YOU AGREE TO INDEMNIFY AND HOLD HARMLESS METABANK AGAINST ANY CLAIMS, LOSS OR EXPENSE, INCLUDING REASONABLE ATTORNEYS' FEES, INCURRED BY METABANK AS A RESULT OF PROCESSING A TRANSFER IN ACCORDANCE WITH YOUR REQUEST AND THE INFORMATION PROVIDED BY A RECEIVER. You may not transfer or assign any rights or obligations you have under these Terms of Use without our prior written consent, which we may withhold in our sole discretion. We reserve the right to transfer or assign any right or obligation under these Terms of Use at any time to any party. We may also assign or delegate certain of our rights and responsibilities under these Terms of Use to affiliates, independent contractors or other third parties. We do not have control of, or liability for, any products or services that are paid for with the Service. We also do not guarantee the identity of any user of the Service (including but not limited to Receivers to whom you send payments).

8. Security Procedures

To use the Service, Senders must enroll in the Service on the Website or Mobile App. You, Sender, must accept these Terms of Use when you enroll in the Service and each time you initiate a Request or accept a transfer of funds. Sender acknowledges that we will initiate a Request from you to send money using the Service only after you initiate a valid Request, utilizing the Website or Mobile App to access your Eligible Account, using the identification number that appears on your Money Network Card, personal identification number ("PIN" and linking it to a user identification number "User ID"), and password. You acknowledge that we cannot process a Request until the Sender complies with these security procedures (or any other that may be established by us from time to time). You acknowledge and agree that we have established commercially reasonable security procedures for the Service. You understand that the security procedures are designed to authenticate your identity before accepting a Request and not to detect errors in the content of your instructions. We reserve the right not to deliver funds to any Receiver, subject to applicable law and Sender's Cardholder Agreement. You, as Sender,

acknowledge that Receiver may refuse to accept funds. You agree that you will not hold us liable for any damages resulting from a Receiver's decision to accept or not accept a payment initiated or attempted through the Service.

9. Processing Money Transfer Requests

You, Sender, understand and agree that when you initiate a Request to transfer funds from your Eligible Account using the Service, the processing of the transaction may begin immediately once all required information is received, and the funds can be debited from your Eligible Account at any time after you have initiated a valid Request. Upon receipt of a valid Request, a hold will be placed on the funds in your Eligible Account, sufficient to cover the amount of funds to be transferred, plus any applicable fees. The funds will be held until the Receiver provides adequate information to complete the transfer, at which time the amount of the transfer, and any applicable fees, will be debited from your Eligible Account. If the Receiver fails to adequately identify an Eligible Account, or otherwise fails to provide information necessary to complete the transfer within ten (10) Business Days, the hold on Sender's Eligible Account will be released, and the transaction will be cancelled. If the Receiver elects to receive the funds in a Card Account or Virtual Card Account, the transaction may be processed immediately. If the Receiver elects to receive the funds in any other type of Eligible Account, we will initiate a transfer on the ACH network. Funds are typically deposited in the Receiver's Eligible Account within one (1) to three (3) Business Days after the Receiver designates an Eligible Account and provides the information necessary to complete the transfer, however transfers may be delayed as set forth in Section 13. You understand that there may be delays between the initiation of a valid Request, the time the Receiver is notified of the Request, and the deposit of the funds into the Receiver's Eligible Account. Unless otherwise required by law, or expressly provided in the Cardholder Agreement associated with Sender's Money Network Card, you agree that MetaBank or Money Network shall not be liable for any costs, fees, losses or damages of any kind incurred as a result of: (1) any inaccurate or incomplete information received from another financial institution in connection with using the Service; (2) any charges imposed by another financial institution in connection with the Service transactions; and (3) any transfer limitations set by another financial institution holding an account into which a request has been made to transfer funds using the Service.

10. Limits on Service Transactions

The following transaction limits may apply to your Service transactions. These limits may be adjusted from time to time at our sole discretion and without advance notice to you; provided, however, if you are enrolled in the Service as a Sender, we will provide at least 21 days' notice prior to the effective date of any decrease to these limitations (unless necessary to protect system security).

- Service limit per transaction is \$500.00 USD;
- No more than \$500.00 USD per day may be transferred from your Eligible Account;
- In total, no more than \$1,000.00 USD may be transferred from your Eligible Account in any calendar month (e.g., January or February or March, etc.);
- No more than five (5) Requests may be initiated per day; and
- No more than twenty (20) Requests may be initiated per calendar month.

These limits apply only to the Send Money to a Friend Service. Account limits provided with Sender's Money Network Card will continue to apply to all other transactions, as disclosed in the Cardholder Agreement.

11. Service Fees and Charges

We will not charge you a fee to use the Send Money to a Friend Service. There may be fees associated with your Eligible Account, and you understand and agree that you are responsible for paying such fees including, with respect to any Money Network Card you have as a Sender or receive as a Receiver, all fees disclosed on the Fee Schedule provided with such Money Network Card. You are responsible for any and all telephone and/or Internet access fees that may be assessed by your telephone and/or Internet service provider. Fees for the use of the Service may be subject to change at our sole discretion and without advance notice to you; provided, however, if you are enrolled in the Service as a Sender, we will provide at least 21 days' notice prior to the effective date of any fee increase.

12. Rejection of a Money Transfer Request

We may reject Sender's Request: (i) if the dollar value of one or more of your transfer requests exceeds any of the stated transfer limits (as more fully described above) ; (ii) if you have insufficient available funds in your Eligible Account for the amount of the Request, plus any applicable fee; (iii) if your Request is incomplete or unclear or you fail to provide any required information; (iv) you fail any required identity verification or if we identify a security risk related to a Request; or (v) if we are unable to fulfill your Request for any other reason outside of our control or permitted by law or your Cardholder Agreement. You, as Sender, understand and agree that if we reject a Request for a transfer for one or more of the reasons set forth above, you will be informed of the rejection during your online session on the Website or the Mobile App.

13. Delays, Non-Execution of Request

Except as required by applicable law or, if you are enrolled in the Service as a Sender, the provisions in your Cardholder Agreement describing our liability for failure to complete transactions, you agree that MetaBank shall not be responsible for any delay, failure to execute, or mis-execution of your funds transfer Request. Without limiting the foregoing, we shall not be responsible for any delay, failure to execute, or mis-execution due to circumstances beyond our control including, without limitation, any inaccuracy, interruption, delay in transmission, or failure in the means of transmission of your Request, whether caused by strikes, power failures, equipment malfunctions, or acts or omissions of any intermediary or Receiver's bank.

14. Mobile Phone Users

Your phone service provider is not the provider of the Service. You may receive email messages related to your Request from time to time. Data charges from your telecommunications provider may apply, and you are responsible for any such charges. You understand that there are risks associated with using a mobile device, and that in the event of theft or loss, your confidential information could be compromised. In the event your enrolled mobile device is lost, stolen, or

compromised, you agree to update your enrollment information and disable the use of such device for the Service. Except as required by law, we are not responsible for errors, failure or malfunctions of any device used or attempted to be used to access the Service.

15. Transaction History

If you are a Sender enrolled in the Send Money to a Friend Service, you may review transactions made from your Card Account by logging onto the Website and clicking the “Money Sent” or “Account Activity” option on the Website. You agree to review your transactions using this method instead of receiving receipts or periodic statements by mail.

16. No Warranties

THE WEBSITE, MOBILE APP AND SERVICE AND RELATED DOCUMENTATION ARE PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. SOME STATES DO NOT ALLOW THE DISCLAIMER OF CERTAIN IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU.

17. Unauthorized Transfers from Sender’s Card Account

Tell us AT ONCE if you, as Sender, believe the Service was used to transfer money from your account without your authorization or if you believe that someone else has learned your User ID and password or other account access credentials. Telephoning Customer Service at the number listed on the back of your Money Network Card, or listed on the website or Mobile App, is the best way of keeping your possible losses down. You could lose all the money in your account. Please refer to your Cardholder Agreement for additional information regarding your rights, responsibilities, and liability for unauthorized transactions from your Card Account. If you believe an unauthorized transfer was sent using the Service, the Sender must call the number listed on the back of his or her Money Network Card immediately.

18. Errors, Questions, and Complaints

As Sender, if you think a transaction was sent in error, or you need more information about a Service transaction listed in your Money Network account history, we must hear from you no later than sixty (60) days after the error first appears in your account history. Sender must: (1) tell us your name; (2) describe the error or the transaction in question, and explain as clearly as possible why you believe it is an error or why you need more information; and (3) tell us the dollar amount of the suspected error. If you tell us verbally, we may require that you send your complaint in writing within ten (10) Business Days after we hear from you, and will correct any error promptly. However, if we require more time to confirm the nature of your complaint or question, we reserve the right to take up to forty-five (45) days to complete our investigation. Please refer to your Cardholder Agreement for additional information about your right to dispute errors in your Card Account. Sender acknowledges that we are not responsible for investigating

errors, questions, and complaints regarding an Eligible Account that is not held at MetaBank, unless required by law.

19. Location of Accounts; Currency of Funds Transfer

The Service is available for funds transfers only to and from accounts in the United States and transfers are made in U.S. dollars only.

20. Taxes

It is your responsibility to determine what, if any, taxes apply to the transactions you make or receive, and it is your responsibility to collect, report and remit the correct tax to the appropriate tax authority. We are not responsible for determining whether taxes apply to your transaction, or for collecting, reporting or remitting any taxes arising from any such transaction.

21. Privacy Policy

You acknowledge that you have received and read MetaBank's and Money Network's privacy policies, which can be viewed by clicking here <http://www.firstdata.com/moneynetwork/online-privacy-statement.html>.

22. No Unlawful or Prohibited Use

As a condition of using the Service, you represent and warrant to us that you will not use the Service for any purpose that is unlawful or is not permitted, expressly or implicitly, by these Terms of Use or by any applicable law or regulation, including and not limited to illegal internet gambling. You further represent and warrant that you will not use the Service in any manner that could damage, disable, overburden, or impair the Website, Mobile App or Service or interfere with any other party's use and enjoyment of such service. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided to you through the Service. You agree that these warranties and representations made by you will remain in full force and effect even if these Terms of Use terminate for any reason.

23. Service Changes and Discontinuation

Subject to applicable law, we may modify or discontinue the Service without liability to you at any time once transactions in process are completed. We reserve the right, subject to applicable law and regulation, to terminate your right to use the Service at any time and for any reason, including, without limitation, if MetaBank or Money Network, in their sole judgment, believes you have engaged in conduct or activities that violate any of the terms of these Terms of Use, or if you provide us with false or misleading information or interfere with other users or in the administration of the Service. We may contact you to obtain information about Service transactions we deem suspicious.

24. Intellectual Property and Proprietary Rights

The Website and the Mobile App are protected under United States intellectual property law. The trademarks, trade names, logos, service marks, product names, and company names appearing on the Website and the Mobile App (collectively, the “Trademarks”) are entitled to protection by law. Under no circumstances will anything appearing on the Website or the Mobile App be construed as granting, whether by implication, estoppel, or otherwise, any form of license or authorization to use, reproduce, or distribute the Trademarks displayed (or any other intellectual property) on the Website or the Mobile App. Misuse of Trademarks or any intellectual property appearing on the Website or the Mobile App is strictly prohibited. You agree to abide by any and all Trademark and service mark notices, information, or restrictions contained on the Website or the Mobile App. Notwithstanding copyright protection of individual elements appearing in the Website or the Mobile App, the Website and the Mobile App are protected by copyright law as a collective work and/or compilation. You agree to abide by any and all copyright notices, information, or restrictions contained on the Website or the Mobile App. You acknowledge and agree that we, and parties with whom we have contracted, own all rights in and to the Service, the Website and the Mobile App. You are permitted to use the Service only as expressly authorized by these Terms of Use. You may not copy, reproduce, distribute, or create derivative works, reverse engineer or reverse compile the technology for the Service or any other services or technology used in connection with the Service.

25. Website and Activity

Although considerable effort is expended to make the Service, the Website, the Mobile App and other operational and communications channels available around the clock, we do not warrant these channels to be available and error free every minute of the day. You agree that we will not be responsible for temporary interruptions in service due to maintenance, or failures, nor shall we be liable for extended interruptions due to failures beyond our control, including but not limited to the failure of interconnecting and operating systems, computer viruses, forces of nature, labor disputes, acts of terrorism and acts of war. You agree to act responsibly with regard to your Website and Mobile App use. You will not violate any laws, interfere or disrupt computer networks, impersonate another person or entity, violate the rights of any third party, stalk, threaten or harass anyone, gain any unauthorized entry, or interfere with the Money Network web site’s systems and integrity. We shall not bear any liability whatsoever for any damage or interruptions caused by any “computer viruses” that may affect your computer or other equipment. The Money Network Website and Mobile App may contain links to other websites or mobile applications, provided as a convenience to you and not an endorsement by us. We are not responsible for the content of any such website or app, which you enter at your own risk.

26. Indemnity

In consideration for making the Service available to you, you agree to indemnify and hold MetaBank and Money Network harmless from and against any and all claims, suits, judgments, executions, liabilities, losses, damages, costs, and expenses, including reasonable attorney’s fees, in connection with or arising out of MetaBank or Money Network acting upon instructions or information from you in connection with these Terms of Use, but not limited to, the use of the Service, the Website or the Mobile App. This indemnity shall not be effective to relieve and

indemnify MetaBank or its service providers against its gross negligence, bad faith, or willful misconduct.

27. ARBITRATION PROVISION AND WAIVER OF TRIAL BY JURY

- A. ARBITRATION.** EACH PARTY AGREES TO RESOLVE THROUGH ARBITRATION ANY CLAIM, DISPUTE OR CONTROVERSY THAT IT MAY HAVE WITH THE OTHER PARTY THAT ARISES FROM OR RELATES TO YOUR USE OF THE SEND MONEY TO A FRIEND SERVICE, OR THIS AGREEMENT OR ANY PRIOR AGREEMENT THAT YOU MAY HAVE HAD WITH US (COLLECTIVELY, “**CLAIMS**”). THIS INCLUDES ANY COUNTERCLAIMS, CROSS-CLAIMS AND THIRD-PARTY CLAIMS. BY WAY OF EXAMPLE (AND WITHOUT LIMITATION), CLAIMS REQUIRED TO BE RESOLVED THROUGH ARBITRATION INCLUDE THOSE ARISING FROM OR RELATING TO (A) ANY REQUEST OR TRANSACTION INITIATED THROUGH THE SERVICE; (B) ANY ADVERTISEMENTS, PROMOTIONS OR STATEMENTS REGARDING THE SEND MONEY TO A FRIEND SERVICE; (C) ANY BENEFITS AND SERVICES RELATED TO THE SEND MONEY TO A FRIEND SERVICE; AND (D) THE USE OF ANY WEBSITES, MOBILE APPLICATIONS OR OTHER WEB-BASED PLATFORMS IN CONNECTION WITH THE SEND MONEY TO A FRIEND SERVICE.
- B. SIGNIFICANCE OF ARBITRATION.** BY AGREEING TO ARBITRATION, THE PARTIES UNDERSTAND AND AGREE THAT THEY ARE WAIVING THEIR RIGHTS TO MAINTAIN OTHER AVAILABLE RESOLUTION PROCESSES, SUCH AS A COURT ACTION (INCLUDING A JURY TRIAL) OR ADMINISTRATIVE PROCEEDING, IN ORDER TO SETTLE OR RESOLVE ANY CLAIMS. ARBITRATION IS DIFFERENT THAN A COURT ACTION, AND THE RULES IN ARBITRATION ARE DIFFERENT THAN THE RULES THAT APPLY IN COURT. THERE IS NO JUDGE OR JURY IN ARBITRATION, AND REVIEW IS LIMITED, BUT AN ARBITRATOR CAN AWARD THE SAME DAMAGES AND RELIEF AS A COURT, AND THE LIMITATIONS STATED IN THIS AGREEMENT MUST BE HONORED BY AN ARBITRATOR THE SAME WAY THAT THEY WOULD BE HONORED BY A COURT. BY AGREEING TO ARBITRATION, YOU WILL NOT HAVE THE RIGHT TO PARTICIPATE IN A REPRESENTATIVE CAPACITY OR AS A MEMBER OF ANY CLASS OF CLAIMANTS IN ANY CLAIM SUBJECT TO ARBITRATION.
- C. PROCESS AND PROCEDURE.** ANY ARBITRATION PURSUANT TO THIS SECTION 16 WILL BE ADMINISTERED BY THE JUDICIAL ARBITRATION AND MEDIATION SERVICE (“**JAMS**”) IN ACCORDANCE WITH ITS RULES AND PROCEDURES, EXCEPT THAT THIS SECTION 27 SHALL CONTROL IF IT IS INCONSISTENT WITH SUCH RULES AND PROCEDURES. THIS SECTION 27 SHALL BE GOVERNED BY THE FEDERAL ARBITRATION ACT, 9 U.S.C. §§ 1-16, AS IT MAY BE AMENDED (THE “**FAA**”). THE ARBITRATOR WILL APPLY APPLICABLE SUBSTANTIVE LAW CONSISTENT WITH THE FAA AND SHALL HONOR ANY CLAIMS OF PRIVILEGE RECOGNIZED AT LAW. THE ARBITRATOR SHALL TAKE REASONABLE STEPS TO PRESERVE THE PRIVACY OF THE PARTIES AND THEIR RESPECTIVE BUSINESS MATTERS.

THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING, PROVIDED THAT ANY PARTY CAN APPEAL AN AWARD TO A THREE-ARBITRATOR PANEL ADMINISTERED BY JAMS, WHICH MAY RECONSIDER ANY ASPECT OF THE INITIAL AWARD THAT IS OBJECTED TO BY THE APPEALING PARTY. THE APPEALING PARTY WILL HAVE THIRTY (30) DAYS FROM THE DATE OF ENTRY OF THE WRITTEN ARBITRATION AWARD TO NOTIFY JAMS THAT IT IS EXERCISING ITS RIGHT OF APPEAL. JAMS WILL THEN NOTIFY THE OTHER PARTY OR PARTIES THAT THE AWARD HAS BEEN APPEALED. JAMS WILL APPOINT A THREE-ARBITRATOR PANEL WHICH WILL CONDUCT AN ARBITRATION AND ISSUE ITS DECISION WITHIN 120 DAYS OF THE DATE OF THE APPEALING PARTY'S WRITTEN NOTICE. THE DECISION OF THE PANEL SHALL BE BY MAJORITY VOTE AND SHALL BE FINAL AND BINDING. JUDGMENT ON ANY AWARD RENDERED BY THE ARBITRATOR MAY BE ENTERED IN ANY COURT HAVING JURISDICTION.

- D. 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 PRIMARY RESIDENCE 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.

28. Limitation of Liability; No Consequential Damages

IN NO EVENT SHALL METABANK OR MONEY NETWORK BE LIABLE FOR DAMAGES WHETHER CAUSED BY NEGLIGENCE ON THE PART OF THEIR RESPECTIVE EMPLOYEES, SUPPLIERS OR AGENTS OR OTHERWISE, BEYOND THE SUM OF \$100 (in addition to refunding the transaction amount and any transfer fee), UNLESS YOU HAVE OBTAINED A HIGHER LIABILITY LIMIT BY CALLING THE CUSTOMER SERVICE NUMBER ON THE BACK OF YOUR MONEY NETWORK CARD AND PAYING AN ADDITIONAL FEE. IN NO EVENT SHALL METABANK OR MONEY NETWORK OR THEIR RESPECTIVE AGENTS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, OR THE LIKE, EXCEPT AS SPECIFICALLY REQUIRED BY LAW.

29. Termination

We may terminate the Service or your right to use the Service as provided in Section 23. Termination of your right to use the Service shall not affect your obligations with respect to your use of the Service prior to termination. All provisions of these Terms of Use which by their nature should survive termination shall survive termination of these Terms of Use.

30. Severability and Waiver; Interpretation

You agree that these Terms of Use are the complete and exclusive statement of the agreement between us, sets forth the entire understanding between us and you with respect to the Service and the portion of the Website and Mobile App through which the Service is offered, and supersedes any proposal or prior agreement, oral or written, and any other communications between us. The invalidity of any provision of these Terms of Use shall not affect the validity of other provisions. Any waiver of any term or condition of these Terms of Use shall not operate or be construed as a continuing waiver of such term or condition or any other term or condition. The headings in these Terms of Use are for convenience or reference only and will not govern the interpretation of the provisions. Unless it would be inconsistent to do so, words and phrases used in these Terms of Use should be construed so the singular includes the plural and the plural includes the singular.

31. Amendments

Subject to applicable law, we may amend these Terms of Use without prior notice to you; provided, however, if you are enrolled in the Service as a Sender, we will provide at least 21 days' notice prior to the effective date of any amendment which results in an increased fee or charge, an increase in your liability, a reduction in the type of electronic fund transactions that can be initiated through the Service, or stricter limitations on Service transactions unless necessary to protect system security. If we choose to notify you of an amendment or are required to do so by law or these Terms of Use, we may amend this version of these Terms of Use electronically by making these available to you on the Website, or by delivering notice of the amendment to you in a manner agreed to by you. You may be required to affirmatively accept the revised Terms of Use in order to continue using the Service. Through your continued use of the Service, you agree to any such amendments.

32. Applicable Law

These Terms of Use shall be governed by the law of the State of South Dakota except to the extent governed by federal law, irrespective of the choice-of-law provisions of any state. Nevertheless, if we are served garnishments, summons, subpoenas, orders or legal processes of any type, we are entitled to rely on the representations therein and may comply with them in our own discretion without regard to jurisdiction. Use of the Service is subject to all applicable rules of any clearing house or the applicable card association.

33. Electronic Consent and Acceptance of Terms of Use

In order to use the Service, you consent to receive and accept these Terms of Use and amendments and notices related to these Terms of Use electronically via a link on the Website.

Customer Service Contact Information:

MetaBank
c/o Money Network Financial, LLC
5565 Glenridge Connector, N.E.
Atlanta, Georgia 30342

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