

Standard Short Form Game+ Discover® Prepaid Card

Monthly Fee	Per Purchase	ATM withdrawal	Cash Reload
<b>\$0</b>	<b>\$0</b>	<b>\$2.50</b>	<b>N/A</b>
ATM balance inquiry		\$0.50	
Customer service (automated or live agent)		\$0	
Inactivity (after 6 months with no transactions)		\$2.95 per month	
<b>We charge 10 other types of fees.</b> Here are some of them:			
Game+ Challenge Fee		\$0.50 or 10% (cap of \$5.00)	
Debit Card Load		\$0.50	
<p><b>No overdraft/credit feature.</b>                      Your funds are eligible for FDIC insurance.</p> <p>For general information about prepaid accounts, visit <a href="http://cfpb.gov/prepaid">cfpb.gov/prepaid</a>.                      Find details and conditions for all fees and services in the Cardholder Agreement.</p>			

Game+ Discover® Prepaid Card is issued by MetaBank®, National Association, Member FDIC, pursuant to a license from Discover Network. Card is serviced by GamePlus Inc.

("Long Form") List of all fees for Game+ Discover® Prepaid Card

All fees	Amount	Details
<b>Get Started</b>		
Card purchase	\$0	No card purchase fee.
<b>Monthly usage</b>		
Monthly fee	\$0	No fee.
<b>Add money</b>		
Debit Card Load	\$0.50	May be described as "Credit Funds" on account statement. Financial Institutions may charge additional fees for this type of transaction. Please check with your credit or debit card issuing bank for information on fees associated with this service.
<b>Get cash</b>		
ATM withdrawal	\$2.50	You may also be charged a fee by the ATM operator, even if you do not complete a transaction
<b>Information</b>		
Customer service (automated)	\$0	No fee.
Customer service (live agent)	\$0	No fee.
ATM balance inquiry	\$0.50	You may also be charged a fee by the ATM operator, even if you do not complete a transaction. May be described as "Domestic ATM Balance Inquiry" or "International ATM Balance Inquiry" on account statement. (No charge for balance inquiry through mobile app, online, or IVR)
ATM withdrawal decline	\$0.50	May be described as "Domestic ATM Decline" or "International ATM decline" on account statement.
<b>Using your Card outside the U.S.</b>		
International transaction	3%	This fee is charged if you use your card internationally.
International ATM withdrawal	\$2.50	You may also be charged a fee by the ATM operator, even if you do not complete a transaction
<b>Other</b>		
Inactivity	\$2.95	If there is no financial activity on the card for 6 months, you will be charged this fee each month unless there is activity.
Card Reissuance Fee	\$1.50	If your card needs to be reissued, you will be charged a fee of \$1.50.
Account Reimbursement Check	\$10.00	Per check, by Accountholder request.
Game+ Challenge Fee	the greater of \$.50 or 10% with a cap of \$5.00	Game+ charges this Challenge Fee per challenge
Dispute Loss Fee	\$5.00	If you lose a challenge dispute you will be charged this fee.
Challenge Inactivity Fee	\$1.50 per month	If you do not participate in at least one challenge per calendar month, you will be charged this fee.
<p>Your funds are eligible for FDIC insurance. Your funds will be held at or transferred to MetaBank, National Association, an FDIC-insured institution. Once there, your funds are insured up to \$250,000 by the FDIC in the event MetaBank fails, if specific deposit insurance requirements are met. See <a href="https://www.fdic.gov/deposit/deposits/prepaid.html">fdic.gov/deposit/deposits/prepaid.html</a> for details.</p> <p>No overdraft/credit feature.</p> <p>For general information about prepaid accounts, visit <a href="https://www.cfpb.gov/prepaid">cfpb.gov/prepaid</a>. If you have a complaint about a prepaid account, call the Consumer Financial Protection Bureau at 1-855-411-2372 or visit <a href="https://www.cfpb.gov/complaint">cfpb.gov/complaint</a>.</p>		

## Game+ Discover® Prepaid Card Cardholder Agreement

### CUSTOMER SERVICE CONTACT INFORMATION:

**Address:** 6543 Las Vegas Blvd, Las Vegas, NV 89119  
**Website:** www.gameplusapp.com  
**Phone Number:** 855-907-GAME (4263)

### IMPORTANT NOTICES:

- (1) PLEASE READ CAREFULLY. THIS AGREEMENT CONTAINS AN ARBITRATION CLAUSE REQUIRING ALL CLAIMS TO BE RESOLVED BY WAY OF BINDING ARBITRATION.
- (2) ALWAYS KNOW THE EXACT DOLLAR AMOUNT AVAILABLE ON THE CARD. MERCHANTS MAY NOT HAVE ACCESS TO DETERMINE THE CARD BALANCE.
- (3) BY ACCEPTING, SIGNING, OR USING THIS CARD, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT.
- (4) BY USING THIS CARD, YOU ARE ALSO AGREEING TO METABANK'S PRIVACY POLICY (ATTACHED). PROGRAM MANAGERS MAY HAVE DIFFERENT PRIVACY PRACTICES, SO IT IS IMPORTANT YOU REVIEW THEIR POLICY AS WELL, IF APPLICABLE.

This Cardholder Agreement, including all attached and referenced fee schedules (collectively, the "**Agreement**"), sets forth the terms and conditions under which the GamePlus Discover® Prepaid Card (the "**Card**" or "**GamePlus Card**") has been issued to you by MetaBank®, National Association. In this Agreement, general references to "**Card**" or "**GamePlus Card**" include, unless otherwise specified, your virtual Card (the "**Virtual Card**") which you shall receive upon successfully opening an Account, and the plastic general-purpose reloadable Card mailed to you thereafter. "**You**" and "**your**" means the person or persons who have received and are authorized to use the Card as provided for in this Agreement. "**We**," "**us**," and "**our**" mean collectively, MetaBank, a federally chartered bank, member FDIC, and its divisions or assignees, and also includes, unless otherwise indicated, our Program Manager. "**Program Manager**" refers to GamePlus Inc., who performs certain services related to your Card on MetaBank's behalf. The Card is nontransferable, and it may be canceled at any time without prior notice subject to applicable law. "Account" means the custodial sub-account we maintain on your behalf to account for the value of your Card balance on deposit with the Bank and record transactions made using your GamePlus Card whether physically, virtually or by other means authorized by this Agreement.

Please read this Agreement carefully and keep it for future reference. Your full fee schedule, otherwise known as the "**Long Form**," is attached to and considered part of this Agreement. By applying for or activating or using your GamePlus Card, you agree to be bound by and to comply with the terms of this Agreement.

### 1. ABOUT YOUR CARD

Your Card is a prepaid card, which allows you to access funds loaded to your Account. You should treat your Card with the same care as you would treat cash. We encourage you to sign your Card when you receive it. This Card is intended for personal, family, or household use and not intended for business purposes. Your Account 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 Account. We may close your Card or refuse to process any transaction that we believe may violate the terms of this Agreement or represents illegal or fraudulent activity. You are responsible for notifying us immediately upon any change to your address, phone number, or email address. If your address changes to a non-US address, we may cancel your Card and return funds to you in accordance with this Agreement.

The GamePlus Card has no minimum balance requirements once it is open, but there is a \$5 minimum amount to open the Account.

### 2. VERIFYING YOUR CARD

**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 and their third parties to obtain, verify, and record information that identifies each person who opens a Card.

**What this means for you:** When you request a Card, we will ask for your name, street address, date of birth, and other information that will allow us to identify you. We may also ask to see a copy of your driver's license or other documents at any time. You may be limited in use and features until we have been able to successfully verify your identity.

**Eligibility and Activation:** By applying for or activating or using your Card, you represent and warrant to us that: (i) you are at least 18 years of age (or older if you reside in a jurisdiction where the majority age is older); (ii) the personal information that you have provided to us is true, correct and complete; (iii) you have read this Agreement and agree to be bound by and comply with its terms; (iv) you are a U.S. citizen or legal alien residing in the United States ("U.S."); and (v) you have provided us with a verifiable U.S. street address (not a P.O. Box). If you falsify, misrepresent or fail to provide requested information, we may cancel your Card and Account. In addition, funds tied to suspected illicit or illegal activity may be subject to both internal and potentially federal investigation. We reserve the right to restrict or delay your access to any such funds, subject to applicable law. We may share any of the information collected and any results of any investigation with the Program Manager.

### 3. UNAUTHORIZED TRANSACTIONS

#### a) Contact in Event of Unauthorized Transfer

If you believe your Card has been lost or stolen, call or write Customer Service IMMEDIATELY at the contact information found at the beginning of this Agreement.

#### b) Your Liability for Unauthorized Transactions

Tell us AT ONCE if you believe your Card has been lost or stolen, or if you believe that an electronic fund transfer has been made

without your permission. Calling Customer Service is the best way of keeping your possible losses down. You could lose all the money in your account. If you tell us within 2 business days after you learn of the loss or theft of your Card, you can lose no more than \$50 if someone used your Card without your permission. If you do NOT tell us within 2 business days after you learn of the loss or theft of your Card, and we can prove we could have stopped someone from using your Card without your permission if you had told us, you could lose as much as \$500.

Also, if your electronic history shows transfers that you did not make, including those made by your Card or other means, tell us at once. If you do not tell us within 60 days after the earlier of the date you electronically accessed your account (if the unauthorized transfer could be viewed in your electronic history), or the date we sent the FIRST written history on which the unauthorized transfer appeared, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

**Your Card may have some additional protections against unauthorized use:**

Under Discover rules, your liability for unauthorized transactions that take place on the Discover Network is Zero dollars (\$0) if you notify us within two (2) business days and you are not grossly negligent or fraudulent in the handling of your Card. This reduced liability does not apply if you have reported more than two unauthorized events in the last 12 months or if you derived benefit from the unauthorized use of the card. In addition, if you directly gave permission or implied that a person had the right to use your Card, that use is not unauthorized, even if the person exceeded the scope of your permission.

**c) Business Days**

For purposes of this Agreement, our business days are Monday through Friday, excluding Federal holidays. Customer Service hours may differ.

**4. USING YOUR CARD**

**a) Accessing and Loading Funds**

Each time you use your Card, you authorize us to reduce the value available on your Card by the amount of the transaction and applicable fees. If you use your Card number without presenting your Card (such as for an internet transaction, a mail order or a telephone purchase), the legal effect will be the same as if you used the Card itself. You may use your Card to purchase or lease goods or services wherever your Card is honored as long as you do not exceed the value available in your Card account.

**Your Card can also be used to:**

- (1) load funds to your Card account
- (2) transfer funds between your Card accounts whenever you request

**You CANNOT use your Card to:** (i) exchange your Card for its cash value; (ii) perform any illegal transactions; (iii) use the bank routing number and account number to make a debit transaction with any item processed as a check (these debits will be declined and your payment will not be processed); or (iv) make business-related transactions. In addition, YOU ARE NOT PERMITTED TO EXCEED THE AVAILABLE AMOUNT IN YOUR CARD ACCOUNT THROUGH AN INDIVIDUAL TRANSACTION OR A SERIES OF TRANSACTIONS. Nevertheless, if a transaction exceeds the balance of the funds available in your Card account, you will remain fully liable to us for the amount of the transaction and agree to pay us promptly for the negative balance. If your Card has a negative balance, any deposits will be used to offset the negative balance. We may also use any deposit or balance on another Card you have with us to offset a negative balance on this Card.

We reserve the right to cancel, close or restrict use of the Card and Account, including by refusing the processing of any transaction, if we believe you have violated this Agreement or any applicable law. If at any time we have reason to believe your Account or Card was obtained fraudulently, has been stolen, has been used by an unauthorized person, or has been used illegally or in violation of the terms of this Agreement, we reserve the right to obtain and verify additional identity information about you and/or re-verify existing identity information within our records and from third party sources. You declare that the source of funds used to fund your Account are not illegal and that you will not use the Account in any way as a money transfer system. If we suspect that you may be engaging in or have engaged in fraudulent, unlawful or improper activity, including without limitation, money laundering activities, your Account and Card will be immediately terminated, and we will inform the relevant authorities. You agree to fully cooperate with us and any governmental authority to investigate any suspected unlawful, fraudulent or improper activity.

**Loading the Card Account:** You may add funds to your Card, called "loading," by credit card or debit card (Visa, Mastercard, or Discover). See the Transaction Limits section below for limitations on amount and frequency for different load methods. Each load may be subject to a fee as set out in the Long Form. We will reject any loads that exceed the maximum balance allowed on your Card. There are also maximum load restrictions we may place on your Card when aggregated with any other Cards you have. You agree to present your Card and meet identification requirements to complete load transactions as may be required from time to time. Loads are subject to appropriate anti-fraud verification. Certain delays may be required to assure funds are available for loads prior to crediting to your Account and making funds available to you. All loads must be made in U.S. dollars. You cannot load your Account by check or money order. Note that the availability of funds loaded to your Account depend on the source of the funds and the type of loaded value.

**Split Transactions:** If you do not have enough funds available in your Account, you may be able to instruct the merchant to charge a part of the purchase to the Card and pay the remaining amount with another form of payment. These are called "split transactions." Some merchants do not allow cardholders to split transactions or will only allow you to do a split transaction if you pay the remaining amount in cash.

**b) Transaction Limits:** The following load, withdrawal and purchasing limits will apply for use of your Account and GamePlus Card:

Load, Withdrawal and Spend Limits*	
Load Limitations	Limit
Maximum Card balance at any time	\$10,000
Total number of times you can reload your Card	No limit

Minimum Card load	Loads initiated using another financial institution's card. Minimum load amount is \$5
Dollar amount limits on loads	\$500 daily load limit; \$750 weekly load limit; and \$1,500 30-day load limit
<b>Withdrawal Limitations</b>	<b>Limit</b>
Total number of ATM or over the counter cash withdrawals	5 per day, 4 if using internationally
Maximum amount of ATM or over the counter cash withdrawal	\$510 per day
Maximum cash withdrawal in a single transaction	\$510
Minimum cash withdrawal transaction amount	\$ 10
<b>Spend Limitations</b>	<b>Limit</b>
Game+ Challenge minimum	\$2.50 per challenge
Game+ Challenge maximum	\$250.00 per challenge
Maximum purchase amount per day	\$2,500
Maximum transactions per day	10
Maximum purchase amount in a single transaction	\$2,500
Minimum purchase amount	\$ .01
* Third parties may impose additional limitations. For security reasons, to prevent fraud on the Account and/or to prevent fraudulent use of services or Account(s), we may limit the amount, number or type of transactions you can make on your Account and any funding or reload of your Account. Additionally, your loading and use of the Card may be limited based on other factors determined by the Program Manager. Transactions, including but not limited to loads, deposits, withdrawals, purchases, ACH Direct Debits, and the balance you may hold in your Card Account, may be limited or disabled for security reasons based on a transaction based model generating a dynamic risk score for you. This risk score may be determined based on several factors including, but not limited to, account term and transaction history/location of the activity, as applicable. To modify these 5 limits, you may be asked to deliver additional documentation as part of an enhanced due diligence process, which may include providing further identification materials, source of funds documentation, or other requests as necessary to determine proper limits. For more information on your specific limits or to obtain the most current limitations on frequency and dollar amounts of transactions for your Account, please contact us using the Game+ mobile application or customer support 855-907-4263.	

### c) Foreign Transactions

If you obtain your funds (or make a purchase) in a currency or country other than the currency or country in which your Card was issued ("Foreign Transaction"), the amount deducted from your funds will be converted by the network or card association that processes the transaction into an amount in the currency of your Card. The rate they choose 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. The conversion rate selected by the network is independent of any fee that we charge as compensation for our services. You will be charged a fee for Foreign Transactions in U.S. dollars as disclosed in the Long Form. If the Foreign Transaction results in a credit due to a return, we will not refund any fee that may have been charged on your original purchase.

## 5. CONFIDENTIALITY

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

- (1) Where it is necessary for completing transactions;
- (2) In order to verify the existence and condition of your Card account for a third party, such as merchant;
- (3) In order to comply with government agency or court orders, or other legal reporting requirements;
- (4) If you give us your written permission;
- (5) To our employees, auditors, affiliates, service providers, or attorneys as needed; or
- (6) As otherwise necessary to fulfill our obligations under this Agreement.

## 6. DOCUMENTATION

### a) Receipts

You may be able to get a receipt at the time you make any transfer to or from your account using an ATM or point-of-sale terminals. You may need a receipt in order to verify a transaction with us or the merchant.

### b) Account History and Balance

You may obtain information about your Card balance by calling Customer Service. This information, along with a 12-month history of account transactions, is also available online at the Website mentioned above.

You also have the right to obtain at least 24 months of written history of account transactions by calling or by writing Customer Service. You will not be charged a fee for this information unless you request it more than once per month.

## 7. TRANSACTIONS AND PREAUTHORIZED TRANSFERS

### a) Right to stop payment and procedure for doing so

If you have told us in advance to make a payment out of your Card account, you can stop any of these payments. Call or write to Customer Service with the contact information located at the beginning of this Agreement in time for us to receive your request three business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call.

### b) Liability for failure to stop payment of preauthorized transfer

If you order us to stop one of these payments three business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

**c) Our liability for failure to complete transactions**

If we do not complete a transaction to or from your Card account on time or in the correct amount according to our Agreement with you, we will be liable for your losses and damages proximately caused by us. However, there are some exceptions. We will not be liable, for instance:

- (1) If, through no fault of ours, you do not have enough funds available in your Card account to complete the transaction;
- (2) If a merchant refuses to accept your Card; if an ATM where you are making a cash withdrawal does not have enough cash;
- (3) 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;
- (4) If access to your Card has been blocked after you reported your Card or PIN lost or stolen;
- (5) If there is a hold or your funds are subject to legal process or other encumbrance restricting their use;
- (6) If we have reason to believe the requested transaction is unauthorized;
- (7) 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; or
- (8) For any other exception stated in our Agreement with you.

**d) ATM Fees**

When you use an ATM not owned by us, you may be charged a fee by the ATM operator (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer).

**e) Authorization Holds**

With certain types of purchases (such as those made at restaurants, hotels, or similar purchases), your Card may be "preauthorized" for an amount greater than the transaction amount to cover gratuity or incidental expenses. Any preauthorization amount will place a "hold" on your available funds until the merchant sends us the final payment amount of your purchase. Once the final payment amount is received, the preauthorization amount on hold will be removed. During this time, you will not have access to preauthorized amounts. If you authorize a transaction and then fail to make a purchase of that item as planned, the approval may result in a hold for that amount of funds.

(9)

**8. ERROR RESOLUTION PROCEDURES**

**In Case of Errors or Questions about Your Prepaid Account:** In Case of Errors or Questions About Your Electronic Transfers call us at 855-907-GAME (4263) or email us at support@gameplusgo.com as soon as you can if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must allow you to report an error until 60 days after the earlier of the date you electronically access your account, if the error could be viewed in your electronic history, or the date we sent the FIRST written history on which the error appeared. In any case, we may limit our investigation of any alleged error that you do not report to us within 120 days of the posted transaction. You may request a written history of your transactions at any time by calling or writing Customer Service. You will need to tell us:

- (1) Your name and prepaid account or Card number.
- (2) Why you believe there is an error, and the dollar amount involved.
- (3) Approximately when the error took place.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days. We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days for the amount you think is in error, so that you will have the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation. If you need more information about our error-resolution procedures, call Customer Service or visit our Website.

You agree to cooperate with any investigation we may make with regard to an unauthorized electronic transfer.

**9. ADDITIONAL TERMS OF THE AGREEMENT**

**a) Personal Identification Number ("PIN")**

You must activate the plastic GamePlus Card and complete the activation process, including setting a Personal Identification Number ("PIN"), before it may be used. To activate your GamePlus Card, login to www.gameplusapp.com or call 855-907-GAME (4263) and follow the instructions provided. You should memorize your PIN and not write down your PIN or keep your PIN with your GamePlus Card. Never share your PIN with anyone and do not enter your PIN into any terminal that appears to be modified or suspicious. If you believe that anyone has gained unauthorized access to your PIN, you should contact Customer Service immediately. You may need to provide personal information in order for your identity to be verified and for completion of the activation process. A PIN may not be necessary to purchase goods or services at merchant that accept Discover®; however, you should remember your PIN in case it is requested. There is a panel on the back of the Card for your physical signature. You agree to sign this panel as soon as you receive your Card. However, your responsibility for Card transactions does not depend on whether you sign your Card.

**b) 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 GamePlus

Card for such refunds and agree to the refund policy of that merchant. Returns and refunds will be handled by the merchant. If the merchant credits your Card, the credit may not be immediately available. While merchant refunds post as soon as they are received, please note that we have no control over when a merchant sends a credit transaction and the refund may not be available for a number of days after the date the refund transaction occurs. We are not responsible for the delivery, quality, safety, legality, or any other aspect of any goods or services that you purchase with your Card. All such disputes must be addressed and handled directly with the merchant from whom those goods or services were provided.

**c) Card Replacement and Expiration**

You agree to use your best efforts to safeguard the GamePlus Card at all times. You may not lend, allow another to use or authorize anyone else to use your GamePlus Card. If you believe the GamePlus Card has been lost or stolen or you need a replacement GamePlus Card or if your PIN has been lost, stolen or compromised, you should contact Customer Service immediately either through email at [support@gameplusgo.com](mailto:support@gameplusgo.com) or phone: 855-907-GAME (4263). Except as may be required by law, we are not liable for any loss or damage relating to lost or stolen Cards or the unauthorized use of a GamePlus Card. If you need to replace your Card for any reason, please contact Customer Service. If you request a new GamePlus Card, you will be required to provide personal information, which may include the last four digits of your Card number, your full name and knowledge of the GamePlus Card transaction history. See Long Form for applicable fees. Please note that your Card has a "Valid Thru" date on the front of the Card. You may not use the Card after the "Valid Thru" date on the front of your Card. However, even if the "Valid Thru" date has passed, the available funds on your Card do not expire. You will not be charged a fee for replacement cards that we send due to expiration of the Card.

**d) Authorized Users**

If you allow another person to use the Card, you will be responsible under this Agreement for all transactions made by that person, regardless of whether you intended to be responsible for all of them, as well as all associated fees and charges, even if any of those transactions, fees or charges caused your balance to go negative.

**e) Use of GamePlus Card at ATM and Point of Sale**

With your PIN, the GamePlus Card may be used to obtain cash at any Automated Teller Machine ("ATM") in the U.S. displaying Discover® acceptance marks, subject to your applicable daily cash withdrawal limit set forth in the section titled "Transaction Limits." ATM owner-operators may impose their own fees and lower limits on cash withdrawals. All ATM transactions are treated as cash withdrawal transactions and subject to your daily cash withdrawal limit. You may use your PIN at any Point of Sale ("POS") device, as permitted by a merchant that bears the Discover acceptance marks, and subject to your daily purchase limit. Each time you use the GamePlus Card, you authorize the Bank to reduce the value available in your Account balance by the amount of the transaction and any applicable fees.

**f) Fees**

The fees relating to the use (including misuse) of your GamePlus Card and/or Account are set forth in this Agreement and set forth in the Long Form. Fees incurred pursuant to the terms of this Agreement will be withdrawn from your Account at the time a fee or charge is incurred and will be assessed even if there is no remaining balance in your Account, unless prohibited by law. You agree to pay all fees associated with the GamePlus Card and/or Account. We may from time to time amend the fees, at our sole discretion, as set forth in this Agreement and in accordance with law. If you request a service that is not included in the Long Form and there is a fee for such service, such fee will be disclosed at the time you request the service and you agree that any such fee may be deducted from your Account. The Account is subject to an inactivity fee after six (6) months if a positive balance is available on your account. The balance on the Account may be deemed to constitute unclaimed funds or dormant funds escheatable to the applicable state if, as shown by our records, you have not, within the statutory period, caused any activity or received any payments with regard to the Account, indicated any interest in the Account, corresponded with us concerning the Account, or otherwise indicated an interest in the Account as evidenced by correspondence on file with us, or transacted any business with us. Any fees charged by third parties will be your responsibility and will be charged to your Account. Funds deposited through the use of a credit or debit card may be subject to additional and separate fees than those fees charged by us and are assessed by your credit or debit card issuing bank, and you are responsible for all such additional fees. If you have any questions regarding potential credit or debit card fees you may incur in any transfer, please contact your bank card issuer.

**g) Communications**

You agree that we may monitor and record any calls or other communications between us and you. You also agree that we or our service providers may contact you with any contact information you provide to us, including cellular and wireless phone numbers, landline numbers, and email addresses. You also agree that we or our service providers may contact you by using an automated dialing or email system, by text, or artificial or recorded voice. You agree to pay any service charges assessed by your plan provider for communications we send or make to you or that you send or make to us.

**10. LEGAL NOTICES**

**a) English Language Controls**

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

**b) Account Closure**

You may close your Card at any time by contacting Customer Service. Your request for Card closure will not affect any of our rights or your obligations arising under this Agreement prior to the request. Should your Card account be closed, we will issue you a credit for any unpaid balances, subject to fees as disclosed in the Long Form. We reserve the right to close your Card account should you complete or attempt to complete any of the prohibited actions in this Agreement.

**c) Assignability**

You may not assign or transfer your Card or your obligations under this Agreement. We may, however, transfer or assign our rights under this Agreement, including any balances in your Card account. If we assign our rights, you will get a notification from us.

**d) Legal Process**

Regardless of where or how we are served, we will comply with any state or federal legal process, including, without limitation, any writ of attachment, adverse claim, execution, garnishment, tax levy, restraining order, subpoena or warrant we believe to be valid relating to you or your Card. You agree that we will honor legal process that is served personally, by mail, or by facsimile transmission at any of our offices (including locations other than where the funds, records or property sought is held), even if the law requires personal delivery at the office where your Card account records are maintained. You agree that we will have no liability to you for honoring any such legal process. You also agree that we will have no obligation to assert on your behalf any applicable exemptions to execution or attachment under any applicable state or federal law. We will enforce a right of security interest against any of your Card accounts in order to reimburse us for our fees and expenses, including attorneys' fees, court costs and expenses, in complying with legal process. We may refuse to permit withdrawals or transfers from your account until such legal process is satisfied or dismissed, even if such action results in insufficient funds to satisfy an obligation you may have incurred. We may deduct such expenses from your Card account or any other account you may have with us without prior notice to you, or we may bill you directly for such expenses and fees. You agree to release and indemnify, defend and hold us harmless from all actions, claims, liabilities, losses, costs and damages including, without limitation, attorneys' fees, associated with our compliance with any legal process. When we receive an order instructing us to restrict access to funds in a Card account, we may remove the funds from the account and maintain them separately.

**e) Other Terms**

You will be notified of any change to this Agreement in the manner required by applicable law prior to the effective date of the change. However, if the change is made for security purposes, we can implement such change without prior notice. We do not waive our rights by delaying or failing to exercise them at any time (for example, assessing a fee less than described, or not all, for any reason does not waive our right to begin charging the fee as set forth in this Agreement without notice). If any provision of this Agreement is determined to be invalid or unenforceable under any rule, law, or regulation of any governmental agency, local, state, or federal, the validity or enforceability of any other provision of this Agreement will not be affected. This Agreement will be governed by the law of the state of South Dakota except to the extent governed by federal law. Should your Card have a remaining balance after a certain period of inactivity, we may be required to remit the remaining funds to the appropriate state agency.

**f) No Waiver of Rights**

We may waive or decline to enforce any of our rights under this Agreement without obligating ourselves to waive such rights in the future or on any other occasion. We may release any other person obligated under this Agreement without affecting your responsibilities under this Agreement.

**g) Termination and Account Closure**

The GamePlus Card shall at all times remain our property, and you agree upon demand to return your GamePlus Card to us. At any time and without prior notice, we may revoke or cancel your Account and GamePlus Card and thereby terminate this Agreement and demand return of your GamePlus Card. We reserve the right to disclose or report any money laundering or similar illegal activity to law enforcement and regulatory authorities. Without limiting our other available remedies, we may institute or seek any injunctive relief, civil and/or criminal proceedings against you and/or any of your co-conspirators arising out of or related to your commission of abuse, including without limitation recovering all of our fees and expenses (including reasonable attorneys' fees) in connection with such efforts. You may close your Card at any time by contacting Customer Service. Your request for Card closure will not affect any of our rights or your obligations arising under this Agreement prior to the request. Should your Card account be closed, we will issue you a credit for any unpaid balances, subject to fees as disclosed in the Long Form. We reserve the right to close your Card account should you complete or attempt to complete any of the prohibited actions in this Agreement. We reserve the right to cancel, close or restrict use of the GamePlus Card and Account, including by refusing the processing of any transaction, if we believe you have violated this Agreement or any applicable law.

**h) Amendment**

We may amend this Agreement by delivering an electronic notice of the amendment to you in the manner agreed to by you or to your last email address, as shown on our records. We will give you advance notice of any change where required by law. We may provide such notice to you with your statement, electronically or by mail. We may change or terminate this Agreement without notice at our discretion or to comply with any appropriate federal or state law or regulation. Your continued use of the GamePlus Card and/or the Account after a notice of any change constitutes your agreement to the change.

**11. JURY TRIAL WAIVER**

**YOU AND WE ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL RIGHT BUT MAY BE WAIVED IN CERTAIN CIRCUMSTANCES. TO THE EXTENT PERMITTED BY LAW, YOU AND WE KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION ARISING OUT OF OR RELATED TO THIS AGREEMENT. THIS JURY TRIAL WAIVER WILL NOT AFFECT OR BE INTERPRETED AS MODIFYING IN ANY FASHION THE ARBITRATION CLAUSE SET FORTH IN THE**



**FOLLOWING SECTION, WHICH CONTAINS ITS OWN JURY TRIAL WAIVER.**

**12. ARBITRATION CLAUSE**

We have put this Arbitration Clause in question and answer form to make it easier to follow. However, this Arbitration Clause is part of this Agreement and is legally binding. For purposes of this section, our "Notice Address" is: MetaBank, N.A., Attn: Customer Service, 5501 S Broadband Ln, Sioux Falls, SD 57108.

<b>Background and Scope.</b>		
<b>Question</b>	<b>Short Answer</b>	<b>Further Detail</b>
What is arbitration?	An alternative to court	In arbitration, a third party arbitrator ("Arbitrator") solves Disputes in an informal hearing.
Is it different from court and jury trials?	Yes	The hearing is private. There is no jury. It is usually less formal, faster and less expensive than a lawsuit. Pre-hearing fact finding is limited. Appeals are limited. Courts rarely overturn arbitration awards.
Can you opt-out of this Arbitration Clause?	Yes, within 60 days	If you do not want this Arbitration Clause to apply, you must send us a signed notice within 60 calendar days after you purchase the Card. You must send the notice in writing (and not electronically) to our Notice Address. Provide your name, address and Card number. State that you "opt out" of the Arbitration Clause.
What is this Arbitration Clause about?	The parties' agreement to arbitrate Disputes	Unless prohibited by applicable law and unless you opt out, you and we agree that you or we may elect to arbitrate or require arbitration of any "Dispute" as defined below.
Who does the Arbitration Clause cover?	You, us and certain "Related Parties"	This Arbitration Clause governs you and us. It also covers certain "Related Parties": (1) our parents, subsidiaries and affiliates; (2) our employees, directors, officers, shareholders, members and representatives; and (3) any person or company that is involved in a Dispute you pursue at the same time you pursue a related Dispute with us.
What Disputes does the Arbitration Clause cover?	All Disputes (except certain Disputes about this Arbitration Clause)	This Arbitration Clause governs all "Disputes" that would usually be decided in court and are between us (or any Related Party) and you. In this Arbitration Clause, the word "Disputes" has the broadest reasonable meaning. It includes all claims even indirectly related to your Card or this Agreement. It includes claims related to the validity in general of this Agreement. <b>However, it does not include disputes about the validity, coverage or scope of this Arbitration Clause or any part of this Arbitration Clause. (This includes a Dispute about the rule against class arbitration.) All such disputes are for a court and not an Arbitrator to decide.</b>
Who handles the arbitration?	Usually AAA or JAMS	Arbitrations are conducted under this Arbitration Clause and the rules of the arbitration administrator in effect when the arbitration is started. However, arbitration rules that conflict with this Arbitration Clause do not apply. The arbitration administrator will be either: <ul style="list-style-type: none"> <li>• The American Arbitration Association ("AAA"), 1633 Broadway, 10th Floor, New York, NY 10019, <a href="http://www.adr.org">www.adr.org</a>.</li> <li>• JAMS, 620 Eighth Avenue, 34th Floor, New York, NY 10018, <a href="http://www.jamsadr.com">www.jamsadr.com</a></li> <li>• Any other company picked by agreement of the parties.</li> </ul> If all the above options are unavailable, a court will pick the administrator. No arbitration may be administered without our consent by any administrator that would permit a class arbitration under this Arbitration Clause. The arbitrator will be selected under the administrator's rules. However, the arbitrator must be a lawyer with at least ten years of experience or a retired judge unless you and we otherwise agree.
Can Disputes be litigated?	Sometimes	Either party may bring a lawsuit if the other party does not demand arbitration. We will not demand arbitration of any lawsuit you bring as an individual action in small-claims court. However, we may demand arbitration of any appeal of a small-claims decision or any small-claims action brought on a class basis.
Are you giving up any rights?	Yes	For Disputes subject to this Arbitration Clause, you give up your right to: <ol style="list-style-type: none"> <li>1. Have juries decide Disputes.</li> <li>2. Have courts, other than small-claims courts, decide Disputes.</li> <li>3. Serve as a private attorney general or in a representative capacity.</li> <li>4. Join a Dispute you have with a dispute by other consumers.</li> <li>5. Bring or be a class member in a class action or class arbitration.</li> </ol> We also give up the right to a jury trial and to have courts decide Disputes you wish to arbitrate.
Can you or another consumer start a class arbitration?	No	<b>The Arbitrator is not allowed to handle any Dispute on a class or representative basis.</b> All Disputes subject to this Arbitration Clause must be decided in an <b>individual</b> arbitration or an <b>individual</b> small-claims action. This Arbitration Clause will be void if a court rules that the Arbitrator can decide a Dispute on a class basis and the court's ruling is not reversed on appeal.
What law applies?	The Federal Arbitration Act ("FAA")	This Agreement and the Cards involve interstate commerce. Thus, the FAA governs this Arbitration Clause. The Arbitrator must apply substantive law consistent with the FAA. The Arbitrator must honor statutes of limitation and privilege rights. Punitive damages are governed by the constitutional standards that apply in judicial proceedings.
Will anything I do make this Arbitration Clause ineffective?	No	This Arbitration Clause stays in force even if: (1) you or we end this Agreement; or (2) we transfer or assign our rights under this Agreement.
<b>Process.</b>		

What must a party do before starting a lawsuit or arbitration?	Send a written Dispute notice and work to resolve the Dispute	Before starting a lawsuit or arbitration, the complaining party must give the other party written notice of the Dispute. The notice must explain in reasonable detail the nature of the Dispute and any supporting facts. If you are the complaining party, you must send the notice in writing (and not electronically) to our Notice Address. You or an attorney you have personally hired must sign the notice and must provide the Card number and a phone number where you (or your attorney) can be reached. A letter from us to you will serve as our written notice of a Dispute. Once a Dispute notice is sent, the complaining party must give the other party a reasonable opportunity over the next 30 days to resolve the Dispute on an individual basis.
How does an arbitration start?	Mailing a notice	If the parties do not reach an agreement to resolve the Dispute within 30 days after notice of the Dispute is received, the complaining party may commence a lawsuit or an arbitration, subject to the terms of this Arbitration Clause. To start an arbitration, the complaining party picks the administrator and follows the administrator's rules. If one party begins or threatens a lawsuit, the other party can demand arbitration. This demand can be made in court papers. It can be made if

		a party begins a lawsuit on an individual basis and then tries to pursue a class action. Once an arbitration demand is made, no lawsuit can be brought and any existing lawsuit must stop.
Will any hearing be held nearby?	Yes	The Arbitrator may decide that an in-person hearing is unnecessary and that he or she can resolve a Dispute based on written filings and/or a conference call. However, any in-person arbitration hearing must be held at a place reasonably convenient to you.
What about appeals?	Very limited	Appeal rights under the FAA are very limited. The Arbitrator's award will be final and binding. Any appropriate court may enter judgment upon the arbitrator's award.
<b>Arbitration Fees and Awards.</b>		
Who bears arbitration fees?	Usually, we do.	We will pay all filing, administrative, hearing and Arbitrator fees if you act in good faith, cannot get a waiver of such fees and ask us to pay.
When will we cover your legal fees and costs?	If you win	If you win an arbitration, we will pay the reasonable fees and costs for your attorneys, experts and witnesses. We will also pay these amounts if required under applicable law or the administrator's rules or if payment is required to enforce this Arbitration Clause. The Arbitrator shall not limit his or her award of these amounts because your Dispute is for a small amount.
Will you ever owe us for arbitration or attorneys' fees?	Only for bad faith	The Arbitrator can require you to pay our fees if (and only if): (1) the Arbitrator finds that you have acted in bad faith (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)); and (2) this power does not make this Arbitration Clause invalid.
Can an award be explained?	Yes	A party may request details from the Arbitrator, within 14 days of the ruling. Upon such request, the Arbitrator will explain the ruling in writing.

The Game+ Discover® Prepaid Card is issued by MetaBank®, N.A., Member FDIC, pursuant to a license from Discover Network. Discover® and the Discover acceptance mark are service marks used by MetaBank, Member FDIC, under license from Discover Financial Services.

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**FACTS****WHAT DOES METABANK®, NATIONAL ASSOCIATION DO WITH YOUR PERSONAL INFORMATION?****Why?**

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.

**What?**

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and income
- Account balances and transaction history
- Credit history and assets

When you are *no longer* our customer, we continue to share your information as described in this notice.

**How?**

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®, National Association ("MetaBank") chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does MetaBank share?	Can you limit this sharing?
<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	No	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

**Questions?**

Go to [www.metabank.com/privacy-policy](http://www.metabank.com/privacy-policy).

## Who we are

<b>Who is providing this notice?</b>	This privacy policy is provided by MetaBank and applies to MetaBank products and services.
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## What we do

<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>	<p>We collect your personal information, for example when you</p> <ul style="list-style-type: none"> <li>• Open an account or apply for a loan</li> <li>• Make deposits or withdrawals from your account or provide account information</li> <li>• Make a wire transfer</li> </ul> <p>We also may collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
<b>Why can't I limit all sharing?</b>	<p>Federal law gives you the right to limit only</p> <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> <p>State law and individual companies may give you additional rights to limit sharing. [See below for more on your rights under state law.]</p>

## Definitions

<b>Affiliates</b>	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• <i>MetaBank does not share with our affiliates.</i></li> </ul>
<b>Nonaffiliates</b>	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• <i>MetaBank does not share with nonaffiliates so they can market to you.</i></li> </ul>
<b>Joint Marketing</b>	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> <li>• <i>Our joint marketing partner(s) include nonaffiliated financial companies that we may partner with to jointly market financial products or services to you.</i></li> </ul>

## Other important information

### Special Notice for State Residents

Residents of California or Vermont: We will not share with nonaffiliates except for our own marketing purposes, our everyday business purposes, or with your consent.

Residents of Nevada: We are providing this notice pursuant to Nevada law.