

# AAA Visa TravelMoney® Card Cardholder Agreement

### Terms and Conditions for the AAA Visa TravelMonev Card

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

### **Definitions**

The Card is a Prepaid Card loaded with a specific amount of funds. The Card allows you to access funds you place on the Card; redeemable to buy goods and services everywhere Visa debit cards are accepted The Card does not constitute a checking, savings or other bank account and is not connected in any way to any other account you may have. The Card is NOT a credit card. The Card is not connected in any way to any other account and is not FDIC insured unless fully registered. Our business days are Monday through Friday excluding holidays. Saturday, Sunday, and federal holidays are not considered business days, even if we are open.

### Authorized Users

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

### **Using Your Card**

You may use your Card to obtain goods or services anywhere Visa debit cards are accepted. The Card cannot be used for illegal transactions or on-line gambling activity. The Card cannot be used in OFAC sanctioned countries- refer to a.myprepaidbalance.com for a complete list of countries. If you use your Card number without presenting your Card (such as for a mail order, telephone, or online purchase) your Card must be registered and, the legal effect will be the same as if you used the Card itself. If you use your Card at a gas pump, the station may assess up to a maximum \$75 authorization hold regardless of the amount you charge for up to ten (10) days. If you use your card inside a gas station, then only the actual value of the purchase will be immediately deducted from your card. For security reasons, we may limit the amount or number of transactions you can make on your Card. You do not have the right to stop payment on any transaction made with your Card. Each time you use your Card, you authorize us to deduct the amount of the transaction from the balance of the funds associated with the Card. You are not allowed to exceed the balance of the funds available on your card. If you attempt to use the Card when there are insufficient funds associated with it, the transaction will generally be declined. Nevertheless, if a transaction that exceeds the balance of the funds available on your Card occurs due to a systems malfunction or otherwise, you shall remain fully liable to us for the amount of the transaction and any applicable fees or charges. If you wish to use your Card for a purchase which is greater than the balance of the funds available on your Card, you must tell the merchant to charge only the exact amount of funds available on the Card to the Card and then you must arrange to pay the difference using another payment method. The merchant may require payment for the difference in cash rather than accepting another card, such as a credit or debit card. Some merchants may not accept these "split transactions". If you fail to inform the merchant prior to completing the transaction, your Card is likely to be declined. If you commence a purchase and then change your mind and fail to make the purchase, after the merchant has already obtained an "authorization" for the transaction, the "authorization" may result in a temporary hold for that amount of funds for up to ten (10) days. International transactions may result in a temporary hold of funds for up to thirty (30) days. Car rental and hotel authorizations may result in a temporary hold on funds up to thirty (30) days.

Personal Identification Number ("PIN"): In order to protect your Card you should request a PIN by calling the number on the back of your Card. One PIN is set for your primary AAA Visa TravelMoney Card as well as all companion cards associated with it. A PIN enables you to withdraw cash at any Automated Teller Machine (ATM) associated with the brand network. Visa networks include Visa and Visa ATM. Do not write your PIN on your Card, or keep it with your Card. If you believe someone obtained unauthorized access to your PIN, call the number provided on the back of your Card to set a new PIN and/or cancel the card and prevent further unauthorized transactions.

Loading and Reloading Your Card: You may add funds to your Card at any time. The minimum reload amount is \$100.00. There is a \$9,999 limit to the total balance on the Card. Your Card allows for an unlimited number of reloads as long as you do not exceed three (3) reloads within seven (7) days when you load your card in a participating AAA branch or \$1,500 within 7 days when you load online or by phone. Not all AAA Clubs offer online or phone sales and reloads please check with your AAA Club for online and phone sales participation. You agree to present the Card and any required identification when you add funds.

### Subject to applicable laws, the following fees apply to your Card:

# **Purchase Fee**

You will be assessed a Card purchase fee of up to \$14.95.

# Reload Fee

You will not be assessed a fee to reload your Card in a participating AAA branch location. Only Primary Cards can be

# For AAA Members Only

If your club offers sales and reloads via the internet or the telephone a Quick Deposit Fee of up to \$30.00 will be applied to the Credit Card used to purchase or reload your AAA Visa TravelMoney Card based on the amount of funds loaded. Your Credit Card should not charge you a Cash Advance fee. Online sales and reload capability is available to members only. Not all AAA Clubs offer online or phone sales and reloads please check with your AAA Club for online and phone sales participation.

You will be assessed an inactivity fee of \$1.25 per month if your Card remains inactive for 12 consecutive months. Companion Card

Companion cards are available for a fee of \$1.50 each. Companion Cards are available for purchase only at the time of the initial purchase and cannot be reloaded. Limit three,

### Lost/Stolen Cards

For lost or stolen Cards, please call 1.866.674.9621

### **Emergency Card/Cash Replacement**

You can obtain emergency cash of up to \$1,000.00 or card replacement if your Card is lost or stolen while traveling. For calls in the US or from a US issued mobile phone with international service call 1-800 Visa-911; at your own expense. Mobile phone usage may incur a cost please check with your service provider. For calls placed from outside the US please call collect (00) 801-736-2443 or refer to the emergency travel numbers document for the phone number available in the country you are calling from.

### Replacement Card Fee

If your Card is lost or stolen, there will be a fee of \$5.95 to replace it.

# ATM/ Over the Counter Cash Withdrawal

The domestic ATM withdrawal fee is \$1.50. The international ATM withdrawal fee is \$3.00. In addition, some ATM owners assess a surcharge for access to their machines. Any additional ATM surcharges will be deducted from your Card. To obtain cash over the counter you will be assessed a fee of \$5.00.

To obtain a 60 day written history of account transactions you will be assessed a fee of \$15 to cover postage and handling.

## Shortage Fee

If your card does not have the necessary funds available and we authorize the transaction you will be charged a shortage fee of \$15.00 payable to us.

### **Returns and Refunds**

If you are entitled to a refund for any reason for goods or services obtained with your Card, you agree to accept credits to your Card for such refunds. It may take up to [7] days for the amount of the refund to be credited to your Card.

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

### **International Transaction Fee**

If you obtain your funds or make a purchase in a currency or country other than the currency or country where your Card was purchased, the amount deducted from your funds will be converted to US dollars by Visa U.S. A. Inc. We will establish a currency conversion rate for this convenience selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date which may vary from the rate Visa receives, or the government mandated rate in effect for the applicable central processing date, in each instance, plus or minus any adjustment determined by the Issuer. This percentage amount is independent of any amount taken by the Issuer in accordance with the following section of these Terms & Conditions: If you obtain your funds in a currency or country other than the currency or country in which your Card was issued, the Issuer will increase the currency conversion rate described in the immediately preceding section by an additional 3% and will retain this amount as compensation for its services. This charge is independent of the currency conversion rate established by Visa.

### **Our Liability for Failure to Complete Transactions**

We will not be liable:

If, through no fault of ours, you do not have enough funds available on your Card to complete the transaction; If a merchant refuses to accept your Card;

If an electronic terminal where you are making a transaction does not operate properly, and you knew about the problem when you initiated the transaction;

If access to your Card has been blocked after you reported your Card lost or stolen:

If circumstances beyond our control (such as fire, flood or computer or communication failure) prevent the completion of the transaction, despite reasonable precautions that we have taken;

If an ATM where you are making a withdrawal does not have enough cash;

If there is a hold or your funds are subject to legal process or other encumbrance restricting their use;

If we have reason to believe the requested transaction is unauthorized:

Any other exception stated in our Agreement with you.

You may obtain information about the amount of money you have remaining in your Card account by calling the number on the back of your Card. This information, along with a 60-day history of account transactions, is also nce.com, at no charge. To obtain a 60 day written history of account available on-line at www.aaa.myprepaidba transactions you will be assessed a fee of \$15 to cover postage and handling. To request a 60 day written history of account transactions call the number on the back of your Card, or write to AAA Visa TravelMoney Customer Service at 5501 S. Broadband Lane, Sioux Falls, SD 57108.

### Your Liability for Unauthorized Transactions: Disputed Transactions

You agree to safeguard the Card and treat it like cash The Card can be replaced if it is lost or stolen, with certain restrictions. You should call the number provided on the back of your Card immediately to dispute a charge or report a lost or stolen Card. You will be required to provide your name, the Card number, original value, and transaction history. If you do not contact us immediately, you may lose all the money in your account (plus the maximum overdraft line of credit. if applicable). If you notify us within two business days after you learn of the loss or theft of your Card, you can lose no more than \$50.00 if someone used your Card without your permission.

If you do not notify us within two 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 \$500.00. We reserve the right to require an affidavit and conduct an investigation into the validity of any request. You will not be liable for transactions identified by us as unauthorized. You acknowledge that purchases made with prepaid cards, are similar to those made with cash. You cannot "stop payment" or lodge a "billing dispute" on such transactions. Any problems or disputes you may have regarding a purchase should be addressed directly with the merchant. We will charge a \$5.95 Replacement Card Fee (subject to applicable law) for any lost/stolen Card, which

# will be deducted from the balance on the Card. A reissued Card may take up to 10 days to process. No Warranty Regarding Goods and Services or Uninterrupted Use

We are not responsible for the quality, safety, legality, or any other aspect of any goods or services you purchase with your Card. From time to time the Card service may be inoperative, and when this happens, you may be unable to use your Card or obtain information about your balance. Please notify us if you have any problems using your Card. You agree that we are not responsible for any interruption of service.

# Other Terms

Your Card and your obligations under this Agreement may not be assigned. We may transfer our rights under this Agreement. Use of your Card is subject to all applicable rules and customs of any clearinghouse or other association involved in transactions. We do not waive our rights by delaying or failing to exercise them at anytime. If any provision of this Agreement shall be determined to be invalid or unenforceable under any rule, law, or regulation of any governmental agency, local, state, or federal, the validity or enforceability of any other provision of this Agreement shall not be affected. This Card is issued by MetaBank pursuant to a license from Visa U.S.A Inc,. This Agreement will be governed by the law of the State of South Dakota except to the extent governed by federal law.

### Amendment and Cancellation

We may amend or change the terms of this Agreement at any time. You will be notified of any change in the manner provided by applicable law prior to the effective date of the change. However, if the change is made for security purposes, we can implement such change without prior notice. We may cancel or suspend your Card or this Agreement at any time. You may cancel this Agreement by returning the Card to us. Your termination of this Agreement will not affect any of our rights or your obligations arising under this Agreement prior to termination.

### Privacy and Data Protection

(i) Information We Collect ("Cardholder Information"): (a) Information about purchases made with the Card, such as date of purchase, amount and place of purchase (b) Information you provide to us when you apply for a Card, or for replacement Cards or when you contact us with customer service issues, such as name, address, phone number. (ii) Information Security: Only those persons who need it to perform their job responsibilities are authorized to have access to Cardholder Information. In addition, we maintain physical, electronic and procedural security measures that comply with federal regulations to safeguard Cardholder Information. (iii) Disclosure: We may use Cardholder Information to provide customer services, to process claims for lost or stolen Cards, to help protect against fraud and to conduct research and analysis. In addition, it is often necessary for us to disclose Cardholder Information for the same purposes to companies that work with us. For example, we may provide certain Cardholder Information to companies that perform business operations or services on our behalf. We may also provide certain Cardholder Information to others as permitted by law, such as government entities or other third parties in response to subpoenas

# Telephone Monitoring/Recording

We may periodically monitor and/or record telephone calls between you and us to assure the quality of our customer service or as required by applicable law.

# Additional Travel Benefits

For additional information on AAA Visa TravelMoney benefits such as lost luggage reimbursement, etc. please visit

These terms and conditions are subject to change according to the notice requirements of applicable law.
This Card is issued by MetaBank 5501 S Broadband Lane, Sioux Falls, SD 57108. For additional support, please call the number on the back of your Card or www.aaa.myprepaidbalance.com © 2008 MetaBank