

If you use an ATM not owned by us for any transaction, including a balance inquiry, you may be charged a fee by the ATM operator even if you do not complete a withdrawal. This ATM fee is a third party fee amount assessed by the individual ATM operator only and is not assessed by us. This ATM fee amount will be charged to your Card.

UNCLAIMED PROPERTY

Applicable law may require us to report to state government authorities any funds remaining with respect to your Card after a certain period of inactivity. In that event, we may try to contact you at the address shown in our records. If we are unable to contact you, we may be required to transfer any funds remaining with respect to your Card to state government authorities as unclaimed property.

CONFIDENTIALITY

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

- (1) Where it is necessary or helpful for completing transactions;
- (2) In order to verify the existence and condition of your Card for a third party, such as merchant;
- (3) To utilize services of third parties and affiliate entities who assist us in providing the Card and related services;
- (4) In order to comply with government agency, court order, or other legal or administrative reporting requirements;
- (5) If you consent by giving us your written permission;
- (6) If you owe us money or there are legal proceedings in connection with your Card, in which case, information may be released to attorneys, accountants, collection bureaus, financial institutions, and others involved in collection, adjustment or settlement;
- (7) To our employees, auditors, affiliates, parent and subsidiary companies, service providers, or attorneys as needed;
- (8) In order to prevent, investigate or report possible illegal activity;
- (9) In order to issue authorizations for transactions on the Card;
- (10) As permitted by applicable law; or
- (11) Otherwise as necessary to fulfill our obligation under this Agreement.

Please see our Privacy Notice, available at https://thebanCorp.mybankingservices.com/Global/docs/privacy/001_PrivacyPractices.pdf for further details.

OUR LIABILITY FOR FAILURE TO COMPLETE TRANSACTIONS

If we do not properly complete a transaction from your Card on time or in the correct amount according to our Agreement with you, we will be liable for your losses or damages. 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 on your Card to complete the transaction;
- (2) If a merchant refuses to accept your Card;

- (3) If an ATM where you are making a cash withdrawal does not have enough cash;
- (4) 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;
- (5) If access to your Card has been blocked after you reported your Card lost or stolen;
- (6) If there is a hold or your funds are subject to legal or administrative process or other encumbrance restricting their use;
- (7) If we have reason to believe the requested transaction is unauthorized;
- (8) 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
- (9) Any other exception stated in our Agreement with you or by applicable law.

YOUR LIABILITY FOR UNAUTHORIZED TRANSFERS

Contact us at once if you believe your Card has been lost or stolen. Telephoning is the best way to minimize your possible losses. If you believe your Card has been lost or stolen, or that someone has transferred or may transfer money from your Card Account without your permission, call us at 1-855-721-5041. Under Visa U.S.A. Inc. Operating Regulations, your liability for unauthorized Visa debit transactions on your Card Account is \$0.00 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 to PIN transactions not processed by Visa or ATM cash withdrawals. If you notify us within two (2) business days of any unauthorized transactions, you can lose no more than \$50.00 if someone used your Card without your permission. If you do not notify us within two (2) business days after you learn of the loss or theft of your Card and we can prove that we could have stopped someone from using your Card without your permission if you had promptly notified us, you could lose as much as \$500.00.

Also, if you become aware of and/or your statement shows transactions that you did not make, notify us at once following the procedures stated in the paragraph labeled "Information About Your Right to Dispute Errors". If you do not notify us in writing within sixty (60) days after you become aware of the transaction and/or after the statement was made available to you, you may not get back any value you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the value if you had notified us in time. If your Card has been lost or stolen, we will close your Card Account to keep losses down. Upon your request, we will issue you a replacement Card.

OTHER MISCELLANEOUS 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 any time. 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 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 and conditions of this Agreement at any time by posting the amended Agreement on our website at www.momentumcard.com, and any such amendment shall be effective upon such posting to that website. The current Agreement is available at www.momentumcard.com. 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 cancellation of this Agreement will not affect any of our rights or your obligations arising under this Agreement prior to termination.

In the event that your Card Account is cancelled, closed, or terminated for any reason, you may request the unused balance to be returned to you via a check to the mailing address we have in our records. There is a fee for this service. Please refer to the fee schedule above. The Issuer reserves the right to refuse to return any unused balance amount less than \$1.00. Any request for a return of funds shall be processed within a reasonable period of time after your request.

INFORMATION ABOUT YOUR RIGHT TO DISPUTE ERRORS

In case of errors or questions about your electronic transactions, call 1-855-721-5041 or write to Cardholder Services, 401 Garbally Road, Victoria, BC V8T 5M3 if you think your statement or receipt is wrong or if you need more information about a transaction listed on the statement or receipt. We must allow you to report an error until sixty (60) days after the earlier of the date you electronically access your Card 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. You may request a written history of your transactions at any time by calling us at 1-855-721-5041 or writing us at Cardholder Services, 401 Garbally Road, Victoria, BC V8T 5M3. You will need to tell us:

1. Your name and Card Account number
2. Why you believe there is an error, and the dollar amount involved
3. Approximately when the error took place

If you provide this information orally, we may require that you send your complaint or question in writing within ten (10) business days.

We will determine whether an error occurred within ten (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 forty-five (45) days to investigate your complaint or question. If we decide to do this, we will credit your Card within ten (10) business days for the amount you think is in error, so that you will have the use of the money during the time it takes to complete the investigation. If you do not have federal payments (for example, Social Security benefits, tax refunds or other government payments) deposited to

your Card Account, we may not credit your Card. If we ask you to put your complaint or question in writing and you do not provide it within ten (10) business days, we may not credit your Card.

For errors involving new Cards, POS transactions, or foreign-initiated transactions, we may take up to ninety (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 (3) business days after completing the investigation. If we decide that there was no error, we will send you a written explanation. Copies of the documents used in the investigation may be obtained by contacting us at the telephone number or address listed at the beginning of this section. If you need more information about our error-resolution procedures, call us at 1-855-721-5041 or visit www.momentumcard.com. **NO WARRANTY OF AVAILABILITY OR UNINTERRUPTED USE**

From time to time the Card services may be inoperative, and when this happens, you may be unable to use your Card or obtain information from your Card, including the available balance of funds associated with your Card. Please notify us at the Customer Service number stated below if you have any problems using your Card. You agree that the Issuer, Visa U.S.A. Inc., ITC Financial Licenses, Inc., and their respective affiliates, employees, or agents, including, but not limited to, Interactive Communications International, Inc. and its affiliates, employees and agents, are not responsible for any interruption of service.

WEBSITE AND AVAILABILITY

Although considerable effort is expended to make our website 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, website changes, 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 and armed conflicts.

You agree to act responsibly with regard to our website and its 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 website'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. We advise the regular use of a reputable and readily available virus screening and prevention software.

ENGLISH LANGUAGE CONTROLS

Any translation of this Agreement is provided for your convenience. The meanings of terms, conditions and representations herein are subject to definitions and interpretations in the English language. Any translation provided may not accurately represent the information in the original English.

CUSTOMER SERVICE

For customer service or additional information regarding your Card, please contact us at:

Momentum® Visa Prepaid Card

401 Garbally Road

Victoria, BC V8T 5M3

1-855-721-5041 or 404-806-7672 outside North America

Customer Service agents are available to answer your calls:

Monday through Friday, 4 a.m. to 11 p.m. PST;

Saturday and Sunday, 5 a.m. to 10 p.m. PST (holidays excluded).

TELEPHONE MONITORING/RECORDING

You agree that from time to time, without further notice to you, we may monitor and/or record telephone calls and electronic communications between you and us to assure the quality of our customer service or as required by applicable law.

NO WARRANTY REGARDING GOODS OR SERVICES AS APPLICABLE

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

SECTION HEADINGS

Section headings in this Agreement are for convenience of reference only, and shall not govern the interpretation of any provision of this Agreement.

ENTIRE UNDERSTANDING

This Agreement sets forth the entire understanding and agreement between you and us, whether written or oral, with respect to its subject matter and supersedes any prior or contemporaneous understandings or agreements with respect to their subject matter.

ARBITRATION

Any claim, dispute, or controversy ("Claim") between you and us arising out of or relating in any way to this Agreement, your Card, your purchase of the Card, your usage of the Card, or transactions on the Card, no matter how described, pleaded or styled, shall be finally and exclusively resolved by binding individual arbitration conducted by the American Arbitration Association ("AAA") under its Consumer Arbitration Rules in your state of residence at a location that is reasonably convenient for both parties.

ARBITRATION OF YOUR CLAIM IS MANDATORY AND BINDING. NEITHER YOU NOR WE WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM THROUGH A COURT. IN ARBITRATION, NEITHER YOU NOR WE WILL HAVE THE RIGHT TO A TRIAL BY JUDGE OR JURY.

We will pay the initial filing fee to commence the arbitration.

You and we will have every remedy available in arbitration as you and we would have from a court and will be entitled to reasonable discovery. All determinations as to the scope, interpretation, enforceability and validity of this Agreement shall be made finally and exclusively by the arbitrator. The arbitrator's award will be binding and final. Judgment on the arbitration award may be entered in any court having jurisdiction.

NO CLASS ACTION, OR OTHER REPRESENTATIVE ACTION, OR PRIVATE ATTORNEY GENERAL ACTION, OR JOINDER OR CONSOLIDATION OF ANY CLAIM WITH A CLAIM OF ANOTHER PERSON SHALL BE ALLOWABLE IN ARBITRATION.

This arbitration provision shall survive: (i) the termination of this Agreement; (ii) the bankruptcy of any party; and (iii) any transfer, sale or assignment of your Card, or any amounts owed on your Card, to any other person or entity. If any portion of this arbitration provision is deemed invalid or unenforceable, the remaining portions shall nevertheless remain in force. Any different agreement regarding arbitration must be agreed to in writing.

This arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16.

IF YOU DO NOT AGREE TO THE TERMS OF THIS ARBITRATION AGREEMENT, DO NOT ACTIVATE OR USE THE CARD, SAVE YOUR RECEIPT AND CALL US AT 1-855-721-5041 TO CANCEL YOUR CARD AND TO REQUEST A REFUND.

This Cardholder Agreement is effective 07/2014.

IMPORTANT - PLEASE READ CAREFULLY

TERMS AND CONDITIONS/ DEFINITIONS FOR THE MOMENTUM® VISA® PREPAID DEBIT CARD CARDHOLDER AGREEMENT

This Cardholder Agreement (“Agreement”) constitutes the Agreement between you, The Bancorp Bank, Wilmington, Delaware (“The Bancorp Bank” or “Issuer”), and ITC Financial Licenses, Inc. outlining the terms and conditions under which the Momentum Visa Prepaid Debit Card has been issued to you by the Issuer. The Issuer is an FDIC insured member institution. “Card” means the Momentum Visa Prepaid Debit Card issued to you by The Bancorp Bank. By accepting and using the Card, you agree to be bound by the terms and conditions contained in this Agreement. **IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT, DO NOT ACTIVATE OR USE THE CARD, SAVE YOUR RECEIPT AND CALL US AT 1-855-721-5041 TO CANCEL YOUR CARD AND REQUEST A REFUND.** “Card Account” means the records we maintain to account for the value of claims associated with the Non-personalized Card or Personalized Card. “Non-personalized Card” means the non-personalized Momentum Visa Prepaid Debit Card purchased from a participating retailer. “Personalized Card” means the personalized Momentum Visa Prepaid Debit Card you will receive following your successful completion of the Issuer’s identification verification process and receipt of the Issuer’s approval (see the below captioned “Important Information About Procedures for Opening a New Card Account”). All Cards are issued by the Issuer and distributed and serviced by ITC Financial Licenses, Inc. All Cards sold in the State of Texas are distributed and serviced by ITC Financial Licenses, Inc. “You” and “your” mean the person or persons who have purchased or received the Card and are authorized to use the Card as provided for in this Agreement. “We,” “us,” and “our” mean the Issuer, ITC Financial Licenses, Inc. and their respective successors, affiliates, parents, subsidiaries or assignees. You may contact ITC Financial Licenses, Inc. by telephone at 1-800-571-1376 or by mail at P.O. Box 826, Fortson, Georgia 31808. You acknowledge and agree that the value available in the Card Account is limited to the funds that you have loaded into the Card Account or have been loaded into the Card Account on your behalf. The expiration date of the Card is identified on the front of your Card. The Card is a prepaid card. The Card is not connected in any way to any other account. The Card is not a credit card and will not enhance your credit rating. The Card is not for resale. You will not receive any interest on your funds in the Card Account. The Card will remain the property of the Issuer 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. You agree to sign the back of the Card immediately upon receipt. Signing the back of the Card, using the Card, or allowing someone else to use the Card, means that you accept and agree to be bound by this Agreement. The Card is not designed for business use, and we may close your Card if we determine that it is being used for business purposes. We may refuse to process any transaction that we believe may violate the terms of this Agreement.

Our business days are Monday through Friday, excluding federal holidays, even if we are open. Any references to “days” found in this Agreement are calendar days unless indicated otherwise.

Write down your Card number and the customer service telephone number provided in this Agreement on a separate piece of paper in case your Card is lost, stolen, or destroyed. Keep the paper in a safe place. Please read this Agreement carefully and keep it for future reference.

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW CARD ACCOUNT

To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who obtains a Card. What this means for you: When you register a Card, we will ask for your name, 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 identifying documents.

ACTIVATE YOUR CARD

You must successfully complete the Issuer’s identification verification process and receive the Issuer’s approval (see the above captioned “Important Information about Procedures for Opening a New Card Account”) prior to being issued a Non-personalized Card. The Non-personalized Card will be activated at the time that you receive it. Once you have been issued a Non-personalized Card, we will issue and mail a Personalized Card to you. **YOU MUST ACTIVATE YOUR PERSONALIZED CARD PRIOR TO USING IT.** To activate your Card, call Customer Service at the telephone number indicated on the back of your Card or visit www.momentumcard.com. Upon activating your Personalized Card, your Non-personalized Card will be deactivated, and any remaining funds associated with your Non-personalized Card will be transferred to your Personalized Card. We may refuse to activate your Card at our sole discretion. For example, we may refuse to activate the Card if the Card is reported lost or stolen.

PERSONAL IDENTIFICATION NUMBER

You will receive a Personal Identification Number (“PIN”), which will be printed on the materials accompanying the Card that is issued to you by the store. When you receive your Personalized Card, this PIN will transfer over to the new Card. You should not write or keep your PIN with your Card. Never share your PIN with anyone. When entering your PIN, be sure it cannot be observed by others 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 advise us immediately following the procedures in the paragraph labeled “Your Liability for Unauthorized Transfers.”

AUTHORIZED CARD USERS

You are responsible for all authorized transactions initiated and fees incurred by use of your Card. If you permit another person to have access to your Card or Card number, we will treat this as if you have authorized such use and you will be liable for all transactions and fees incurred by those persons. You are wholly responsible for the use of each Card according to the terms and conditions of this Agreement.

FDIC INSURANCE

All funds associated with the Card shall be held by ITC Financial Licenses, Inc. in an account with the Issuer for your benefit, with the balance of such funds to be reduced through your use of such funds or through the imposition of fees and other charges in accordance with the terms of this Agreement. If you have provided us with the personal information described in the paragraph above labeled “Important Information about Procedures for Opening a New Card Account,” then such funds are insured by the Federal Deposit Insurance Corporation (“FDIC”) up to the maximum amount specified by FDIC regulations.

SECONDARY CARDHOLDER

You may not request an additional Card for another person.

YOUR REPRESENTATIONS AND WARRANTIES

By purchasing or activating the Card or by retaining, using or authorizing the use of the Card, you represent and warrant to us that: (i) you are at least 18 years of age (or older if you reside in a state where the majority age is older); (ii) you are a U.S. citizen or legal alien residing in the United States, Puerto Rico or the District of Columbia; (iii) you have provided us with a verifiable U.S. street address (not a P.O. Box); (iv) the personal information that you provide to us in connection with the Card is true, correct and complete; (v) you received a copy of this Agreement and agree to be bound by and to comply with its terms; and (vi) you accept the Card.

DISCLAIMER OF WARRANTIES

EXCEPT AS EXPRESSLY OTHERWISE PROVIDED IN THIS AGREEMENT, WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND TO YOU, AND HEREBY EXPRESSLY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, REGARDING THE CARD OR RELATING TO OR ARISING OUT OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

LIMITATION OF LIABILITY

WE WILL NOT BE LIABLE TO YOU FOR: DELAYS OR MISTAKES RESULTING FROM ANY CIRCUMSTANCES BEYOND OUR CONTROL, INCLUDING, WITHOUT LIMITATION, ACTS OF GOVERNMENTAL AUTHORITIES, NATIONAL EMERGENCIES, INSURRECTION, WAR, OR RIOTS; THE FAILURE OF MERCHANTS TO HONOR THE CARD; THE FAILURE OF MERCHANTS TO PERFORM OR PROVIDE SERVICES; COMMUNICATION SYSTEM FAILURES; OR FAILURES OR MALFUNCTIONS ATTRIBUTABLE TO YOUR EQUIPMENT, ANY INTERNET SERVICE, OR ANY PAYMENT SYSTEM. IN THE EVENT THAT WE ARE HELD LIABLE TO YOU, YOU WILL ONLY BE ENTITLED TO RECOVER YOUR ACTUAL DAMAGES. IN NO EVENT SHALL YOU BE ENTITLED TO RECOVER ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY OR SPECIAL DAMAGES (WHETHER IN CONTRACT, TORT OR OTHERWISE), EVEN IF YOU HAVE ADVISED US OF THE POSSIBILITY OF SUCH DAMAGES. THIS PROVISION SHALL NOT BE EFFECTIVE TO THE EXTENT OTHERWISE REQUIRED BY LAW. TO THE EXTENT PERMITTED BY LAW, YOU AGREE THAT YOUR RECOVERY FOR ANY ALLEGED NEGLIGENCE OR MISCONDUCT BY US SHALL BE LIMITED TO THE TOTAL AMOUNT LOADED ON THE CARD.

CASH ACCESS

With your PIN, you may use your Card to obtain cash from any Automated Teller Machine (“ATM”) or any Point-of-Sale (“POS”) device, as permissible by a merchant that bears the Visa®, Interlink® or STAR® Acceptance Mark. All ATM transactions are treated as cash withdrawal transactions. You may use your Card at an ATM, a POS device or through a participating bank (over-the-counter withdrawal), in each case in one or more transactions. The maximum cumulative amount that may be withdrawn from an ATM per day is \$1,000.00. The maximum cumulative amount that may be withdrawn from a POS device per day is \$10,000.00. The maximum cumulative amount that may be withdrawn through a participating bank (over-the-counter withdrawal) per day is the total available

balance on the Card. If you seek to withdraw cash from a merchant POS device, please note that each merchant may establish limits as to how much cash may be obtained from a POS device at a single time or through a single location. This means that you may need to visit more than one merchant if you are seeking to withdraw cash in an amount which is less than or equal to the total limit above, but more than the limit established by the individual merchant.

LOADING YOUR CARD

You may add funds to your Card, called “value loading”, at any time. The minimum amount of the initial value load is \$10.00. The minimum amount of each value reload is \$10.00. The maximum amount of each initial load or value reload via direct deposit is \$7,500.00 per transaction, in each case subject to a total Card balance limit of \$10,000.00. The maximum number of times you may load your Card per day is five (5), so long as the Card balance does not exceed \$10,000.00. You may add value or load your Card via cash at participating retail locations. You may also load your Card via direct deposit. See www.momentumcard.com for more information on how to load your Card. You will have access to your funds immediately after load / reload is complete. You will have access to your funds from direct deposit by the morning following the direct deposit date. Personal checks, cashier’s checks, and money orders sent to the Issuer are not an acceptable form of loading. All checks and money orders sent to the Issuer for Card loading will be returned unless the full amount may be applied towards a negative balance, in which case the check or money order may or may not be loaded to the Card at the discretion of the Issuer.

DIRECT DEPOSIT ACCOUNT

Your prepaid Card Account and associated direct deposit account number cannot be used for preauthorized direct debits from merchants or from utility or Internet service providers. If presented for payment, these preauthorized direct debits will be declined and your payment to the merchant or provider will not be processed. The bank routing number and direct deposit account number are for the purpose of initiating direct deposits to your prepaid Card Account only. You are not authorized to provide this bank routing number and direct deposit account number to anyone other than your employer or payer.

USING YOUR CARD/FEATURES

The maximum amount that can be spent on your Card per day is \$10,000.00. The maximum value of your Card is restricted to \$10,000.00. You may use your card to purchase or lease goods or services everywhere Visa debit cards, Interlink cards, or STAR cards are accepted as long as you do not exceed the value available on your Card Account. Some merchants do not allow cardholders to conduct split transactions where you would use the Card as partial payment for goods and services and pay the remainder of the balance with another form of legal tender. If you wish to conduct a split transaction and it is permitted by the merchant, you must tell the merchant to charge only the exact amount of funds available on the Card to the Card. You must then arrange to pay the difference using another payment method. Some merchants may require payment for the remaining balance in cash. If you fail to inform the merchant that you would like to complete a split transaction prior to swiping your Card, your Card is likely to be declined. The Card itself may not be returned to any merchant for a refund, except where required by

applicable law. At the time of each purchase using the Card, you will be asked to sign a receipt for the transaction. The dollar amount of the purchase will be deducted from the value associated with the Card.

If you use your Card at an automated fuel dispenser (“pay at the pump”), the merchant may preauthorize the transaction amount up to \$100.00 or more. If your Card is declined, even though you have sufficient funds available, pay for your purchase inside with the cashier. If you use your Card at a restaurant, a hotel, or for similar purchases, the merchant may preauthorize the transaction amount for the purchase amount plus up to 20% or more to ensure there are sufficient funds available to cover tips or incidental expenses incurred. 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. It may take up to seven (7) days for the hold to be removed. During the hold period, you will not have access to the preauthorized amount.

Internet, mail, and telephone order purchases may require that we have the zip code of the Card on file. If you have a Personalized Card, we already have your zip code on file. If you have a Non-personalized Card and you wish to make Internet, mail, or telephone order purchases, you will need to go to www.momentumcard.com and enter your zip code prior to performing an Internet, mail, or telephone order transaction. If you use your Card number without presenting your Card (such as for a mail order, telephone, or Internet purchase), the legal effect will be the same as if you used the Card itself. For security reasons, we may limit the amount or number of transactions you can make on your Card. Your Card cannot be redeemed for cash except where required by law. You may not use your Card for online gambling or any illegal transaction. We may refuse to process any Card transaction that we believe may violate the terms of this Agreement or applicable law.

Each time you use your Card, you authorize us to reduce the value available in your Card Account by the amount of the transaction and any applicable fees. You are not allowed 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 on your Card, you shall remain fully liable to us for the amount of the transaction and any applicable fees. We may deduct any amount that you owe us from any current or future funds associated with this or any other Card you activate or maintain.

You do not have the right to stop payment on any purchase or payment transaction originated by use of your Card. You may not make preauthorized regular payments from your Card Account. 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 for up to thirty (30) days. All transactions relating to car rentals may result in a hold for that amount of funds for up to sixty (60) days.

NON-VISA DEBIT TRANSACTIONS

New procedures are in effect that may impact you when you use your Card at certain merchant locations. In the past, transactions have been processed as Visa debit transactions unless you entered a PIN. Now, if you do not enter a PIN, transactions may be processed as either a Visa debit transaction or as a STAR transaction.

Merchants are responsible for and must provide you with a clear way of choosing to make a Visa debit transaction if they support the option. Please be advised that should you choose to use the STAR network when making a transaction without a PIN, different terms may apply. Certain protections and rights applicable only to Visa debit transactions as described in this Agreement will not apply to transactions processed on the STAR network. Please refer to the paragraph labeled “Your Liability for Unauthorized Transfers” for a description of these rights and protections applicable to Visa debit and non-Visa debit transactions.

To initiate a Visa debit transaction at the POS, swipe your Card through a POS terminal, sign the receipt, or provide your Card number for a mail order, telephone, or Internet purchase. To initiate a non-Visa debit transaction at the POS, enter your PIN at the POS terminal or provide your Card number after clearly indicating a preference to route your transaction as a non-Visa debit transaction for certain bill payment, mail order, telephone, or Internet purchases

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 and agree to the refund policy of that merchant. Exchange or return of merchandise purchased in whole or in part with the Card will be governed by the procedures and policies of each merchant and applicable law. At the time of any exchange or return, you should present both the merchandise receipt and the Card. If you receive a credit, the credit may not be added to the available funds on the Card for seven (7) business days. The Issuer, Visa U.S.A. Inc., ITC Financial Licenses, Inc. or their respective affiliates, employees or agents, including, but not limited to, Interactive Communications International, Inc. and its affiliates, employees and agents are not responsible for the delivery, quality, safety, legality or any other aspects of goods or services that you purchase from others with a Card or any damages resulting directly or indirectly from the use of the Card. All such disputes must be addressed and handled directly with the merchant from whom those goods or services were provided.

CARD REPLACEMENT

If you need to replace your Card for any reason, please contact us at 1-855-721-5041 to request a replacement Card. There are certain restrictions that must be met before we can replace your Card in certain circumstances. You will be required to provide personal information which may include your Card number, full name, transaction history, copies of accepted identification, etc. We reserve the right to require an affidavit signed by you and conduct an investigation into the validity of any request. There is a fee for replacing your Card in the amount shown in the Agreement captioned “Fee Schedule”, which will be deducted from the balance associated with the new Card (Please Note: There is no fee to replace an expired card.)It may take up to fifteen (15) days to process a request for a replacement Card although we will endeavor to provide you with a replacement Card on as timely a basis as is reasonable under the circumstances.

EXPIRATION

The Card plastic is valid through the expiration date shown on the front of the Card, except where prohibited or modified by applicable law. The funds associated with the Card do not expire. You will not be able to use

your Card after the expiration date; however, you may request a replacement Card at no cost to you by following the procedures in the paragraph labeled “Card Replacement”.

TRANSACTIONS MADE IN FOREIGN CURRENCIES

If you obtain your funds or make a purchase in a currency other than the currency in which your Card was issued, the amount deducted from your funds will be converted by Visa into an amount in the currency of your Card. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate 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 itself receives or the government-mandated rate in effect for the applicable central processing date. If you obtain your funds or make a purchase in a currency other than the currency in which your Card was issued, the Issuer may assess a foreign currency conversion fee of 3% of the transaction amount and will retain this amount as compensation for its services. Transactions made outside of the 50 United States and the District of Columbia are also subject to this conversion fee even if they are completed in U.S. currency.

RECEIPTS

You should get a receipt at the time you make a transaction using your Card. This may be your only record of the transaction. You agree to retain, verify, and reconcile your transactions and receipts.

CARD ACCOUNT BALANCE/PERIODIC STATEMENTS

You are responsible for keeping track of your Card Account available balance. Merchants generally will not be able to determine your available balance. It is important to know your available balance before making any transaction. You may obtain information about the amount of money you have remaining in your Card Account by calling 1-855-721-5041. This information, along with a sixty (60) day history of Card Account transactions, is also available online at www.momentumcard.com. You also have a right to obtain a sixty (60) day written history of Card Account transactions by writing us at Paper Statement Request, Cardholder Services, 401 Garbally Road, Victoria, BC V8T 5M3. However, there is a fee for this service in the amount shown in the Agreement captioned “Fee Schedule” for each paper statement requested. You will not automatically receive paper statements. You agree that these are reasonable procedures for sending and receiving paper statements.

FEE SCHEDULE

All fee amounts will be withdrawn from your Card Account and will be assessed as long as there is a remaining balance on your Card Account, except where prohibited by law. NOTE: Fees assessed to your Card Account balance may bring your Card Account negative. Anytime your Card Account balance is less than the fee amount being assessed on your Card Account, the balance of your Card Account will be applied to the fee amount. THIS WILL RESULT IN A NEGATIVE BALANCE ON YOUR CARD ACCOUNT. If that occurs, any subsequent deposits or loads into your Card Account will first be applied to the negative balance.

Fee Schedule

	FLAT FEE	PAY AS YOU GO
Activation Fee	\$10.00 (one-time fee charged at the time a Card is issued to you in-store)	\$10.00 (one-time fee charged at the time a Card is issued to you in-store)
Monthly Fee	\$10.00 (per month)	NO FEE
Load Fee	NO FEE	\$2.00 (per transaction)
Transaction Fee	NO FEE	\$1.00 (per transaction)
In Store Withdrawal Fee	NO FEE	NO FEE
Automated Voice Response Fee	\$0.25 (per transaction)	\$0.25 (per transaction)
Call Center Customer Service Fee	No fee once per month, then \$1.50 (per call)	No fee once per month, then \$1.50 (per call)
ATM Domestic Fee	\$2.00 (per transaction)	\$2.00 (per transaction)
ATM International Fee	\$1.00 per transaction + 3% of the transaction amount	\$1.00 per transaction + 3% of the transaction amount
Foreign Transaction Fee	3% of the transaction amount (per transaction)	\$1.00 + 3% of the transaction amount (per transaction)
Card to Card Transfer Fee	\$5.00 (per transaction)	\$5.00 (per transaction)
Replacement Card Fee	\$5.00 (per transaction)	\$5.00 (per transaction)
Account Cancellation Fee	\$10.00 (charged if a check is issued for funds on your Card Account and Card Account is closed)	\$10.00 (charged if a check is issued for funds on your Card Account and Card Account is closed)
Paper Statement Fee	\$5.00 (per paper statement)	\$5.00 (per paper statement)