

## BlazePays Visa® Prepaid Card Representative Terms and Conditions

**Should you decide to apply for a BlazePays Visa Prepaid Card, your Cardholder Agreement will be similar to the following:**

Please read this agreement (“Agreement”) carefully. This Agreement outlines the terms and conditions under which the BlazePays Visa Prepaid Card has been issued to you by First National Bank or First Savings Bank. In this Agreement, “Bank”, “we”, “our” and “us” refers to either First National Bank (Fort Pierre, South Dakota), member FDIC, or First Savings Bank (Beresford, South Dakota), member FDIC. “Card” means the BlazePays Visa Prepaid Card issued to you by Bank pursuant to a license from Visa USA, Inc. (“Visa”). “Card Account” means the account we maintain on your behalf to record transactions made using your Card. “Account Number” means the 10 digit number used to identify your Card Account. “Card Number” is the 16-digit number embossed on your Card. “You” and “your” refer to the owner of the Card Account or any person authorized to use the Card. **NOTICE: THIS AGREEMENT REQUIRES ALL DISPUTES BE RESOLVED BY WAY OF BINDING ARBITRATION UNLESS YOU OPT-OUT AS DETAILED IN THE ARBITRATION SECTION BELOW.**

**Schedule of Account Fees: You agree to pay us the following fees, which will be withdrawn from your Card Account and will be assessed so long as there is a remaining balance in your Card Account, unless prohibited by law.** If you request a service that is not included in this Schedule of Account Fees 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 Card Account.

Fee Category	Fee Type	Fee Amount and Details – If Card Obtained at a Bank Branch:	Fee Amount and Details – If Card Obtained Online:	Fee Amount and Details – If Card Obtained Through Your Employer:
Total Cost of Setup	Card Purchase Fee:	Up to \$3.95	No charge	No charge
	Monthly Fee:	\$5.95 per month	\$5.95 per month	No charge
Get Cash	From bank teller	\$3.00 per transaction; Participating bank may impose convenience fee.	\$3.00 per transaction; Participating bank may impose convenience fee.	One free withdrawal per week at any bank where Visa cards are accepted for cash withdrawals; thereafter \$3.00. Participating bank may impose convenience fee.
	ATM declined withdrawal	\$0.50 per transaction	\$0.50 per transaction	No charge
Fee Category	Fee Type	Fee Amount and Details - All Cards		
Add Money	Direct deposit:	No charge		
	Load at Bank branch location:	No charge		
	Load at Visa ReadyLink retailer:	No charge from BlazePays but retailer may impose a load fee		
	From your bank account:	No charge from BlazePays but the bank where you maintain your bank account may impose a transfer fee		
Get Cash (other methods)	ATM withdrawal transactions at issuing Bank ATMs; approved and declined	No charge		
	Other ATM withdrawals* at non-issuing Bank ATMs	\$2.00 per transaction		

	Cash back at retailer	No charge (select "Debit" and enter your PIN to get cash back when making purchase at a retailer)
	Foreign cash withdrawal**	3% currency conversion fee; \$2.00 for declined transaction
Spend Money	Signature purchase	No charge
	PIN purchase Online	No charge
	Bill-Pay Foreign purchase**	\$1.00 per transaction
		3% currency conversion fee; \$2.00 for declined transaction
Information	Customer service call	No charge
	Online information	No charge but third party access charges may apply
	Mobile information	No charge but third party access, data or text message charges may apply
	ATM balance inquiry	\$0.50 per transaction; no charge if using an issuing Bank ATM
	ATM statement	\$0.50
	Foreign ATM balance inquiry	\$2.00
	Foreign ATM statement	\$2.00
	Online statement	No charge
	Mailed transaction history	\$5.00 per request
Other Fees	Replacement/Secondary Card	\$3.95 per Card
	Reissued Card Stop	\$3.95 per Card
	Payment Fee Expedited	\$20.00 per request
	Delivery Card	\$25.00 per Card
	Refund check upon account closure	\$5.95 per check

\* The owners of ATMs or other networks may impose an additional charge to use their terminals and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer. Such other fees and charges also will be deducted from your Card Account.

\*\*ATM withdrawals are prohibited in Jamaica and the Dominican Republic. If you withdraw cash or make a purchase in a foreign country in a currency other than U.S. dollars, the amount deducted from your funds will be converted to U.S. dollars by Visa using a rate selected by Visa based on the date the transaction is processed, which may be different than the rate on the date you made the transaction. The currency conversion rate established by Visa is in addition to the foreign charges described above.

**Terms Agreement:** By activating or using your Card or using your Card Account, you agree to the terms of this Agreement. If you do not agree to the terms of this Agreement, do not use the Card or Card Account. You can cancel the Card and request a refund by check by calling us at the number on the back of the Card. There is a fee for obtaining a refund by check (see Schedule of Account Fees for fee information).

**Business Days:** Our business days are Monday through Friday, excluding federal holidays. Any references to “days” found in this Agreement are calendar days unless indicated otherwise.

**Prepaid Account:** The Card is a prepaid card. The Card allows you to access funds loaded or deposited to your Card Account by you or on your behalf. Your Card 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 Card Account. The funds in your Card Account will be insured to the maximum limit provided by the FDIC provided we have been able to fully verify your identity. Your funds will never expire, regardless of the expiration date on the front of your Card. The Card is our property and must be returned upon our request. We have the right to instruct a merchant to keep the Card and return it to us. The Card is not transferable.

**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 that we obtain, verify and record information about each person who opens a Card Account. When you open a Card Account, we will ask for your name, address, social security number, date of birth and other information that will allow us to identify you.

**Authorized Users:** You may request an additional Card (“Secondary Card”) for another person, provided such person is at least 13 years of age and we have been able to verify such person’s identity. If the Secondary Card is for a Minor, you must be that cardholder’s Parent or Legal Guardian. You may also permit another person to have access to your Card or Access Information. However, you are liable for all Card transactions made by those persons. You must notify us to revoke permission for any person you previously authorized to use your Card or a Secondary Card. You are responsible for all transactions and fees incurred by you or any other person you have authorized to have access to your Card or Card Account. If you tell us to cancel another person’s use of your Card or a Secondary Card, we may close your Card Account and issue a new Card to you with a different number. You are wholly responsible for the use of each Card and Secondary Card according to the terms of this Agreement.

**Activating your Temporary Card:** If you purchased a temporary Card at a Bank branch, you may need to activate your Card by following the activation instructions accompanying your Card, if any. If no instructions accompanied your Card, your Card will be automatically activated once your Card purchase has been completed. You will not be able to use your temporary Card or access funds in your Card Account until we have verified your identity and your temporary Card has been successfully activated. If we cannot verify your identity, you will be entitled to receipt of any funds in your Card Account by way of a check refund, for which the fee, disclosed in the section above labeled “Schedule of Account Fees”, may be waived. Notwithstanding the foregoing, 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.

**Activating your Personalized Card:** If you purchased a temporary Card, a new Card with your name on it will be sent to you following activation of your temporary Card. You will need to activate this new Card when you receive it by following the instructions accompanying this new Card. If you enrolled for a Card online or applied without purchasing a Temporary Card, once your identity has been verified, a Card with your name on it will be sent to you. You will need to activate this Card when you receive it by following the instructions accompanying this Card.

**Card Account Access:** Once your Card has been successfully activated and your identity verified, you may use your Card to: (1) add funds to your Card Account (see section below labeled “Adding Funds to Your Card Account”), (2) purchase goods or services wherever your Card is honored as long as you do not exceed the value available in your Card Account (see section below labeled “Using Your Card for Purchases”), (3) withdraw cash from your Card Account (see section below labeled “Using Your Card to Get Cash”), and (4) pay bills directly from your Card Account in the amounts and on the days you request (see section below labeled “Using Your Card Account to Pay Bills”). Some of these services may not be available at all terminals.

**Limitations on Frequency and Dollar Amounts of Transactions:** For security reasons, we may limit the amount or number of transactions you can make with your Card on a daily or monthly basis, or in the aggregate, and we may limit the dollar amount of transactions to or from your Card Account.

**Personal Identification Number (“PIN”):** You will be asked to set a PIN at the time your Card is activated. After your identity has been verified, you may otherwise set a PIN by logging in at [www.blazepays.com](http://www.blazepays.com) or by calling **1-855-202-5293** (for cards issued by First

National) or **1-855-992-5293** (for cards issued by First Savings). Only one (1) PIN will be issued for each Card Account. You will need a PIN to obtain cash at an ATM or to make a PIN purchase or obtain cash back at a point-of-sale ("POS") terminal.

**Adding Funds to Your Card Account:** Adding funds is referred to as "loading". You may load your Card Account any time after your identity has been verified and your Card has been activated. If you purchase your Card in a Bank branch, there is a \$20.00 minimum load requirement. If you enroll for a Card online or requested a personalized card without purchasing a temporary Card, there is no minimum load requirement. The various options for loading your Card Account are described in more detail on our website at [www.blazepays.com](http://www.blazepays.com). The maximum value of your Card Account is restricted to \$10,000 at any point in time. The maximum amount that can be loaded to your Card Account by direct deposit or ACH is \$5,000 per day or \$10,000 per calendar month. The maximum amount that can be loaded to your Card Account at a Bank branch or via Visa ReadyLink is \$1,000 per day or \$10,000 per calendar month. All funds are subject to anti-fraud verification procedures that may delay access to the funds. We also reserve the right to reject any requests to load funds to your Card Account. All loads must be made in U.S. dollars. There may be a fee from the originating bank or third party to load funds to your Card Account. You cannot load your Card Account by check or money order. We may offer options for you to use third parties who will cash these items and forward the money to your Card Account. These third parties may impose a service fee.

We will provide you our Bank routing number and assign you a 10-digit Account Number once your identity has been verified and your Card has been activated. You may also obtain this information by logging in at [www.blazepays.com](http://www.blazepays.com). Our Bank routing number and your assigned Account Number are to be used only for the purpose of initiating direct deposits to your Card Account from domestic payers. The 16-digit Card Number embossed on your Card should not be used for initiating direct deposits or your deposits will be rejected. You are not authorized to use our Bank routing number and Account Number to make a debit transaction with a paper check, check-by-phone or other item processed as a check. You are not authorized to provide our Bank routing number and your assigned Account Number to anyone other than your employer or a direct deposit payer in the U.S.

**Using Your Card for Purchases:** You can use your Card to purchase goods and services everywhere Visa debit cards are accepted. If you do not have enough funds available in your Card Account for the entire purchase, you can instruct the merchant to charge part of the purchase to your Card Account and pay the remaining amount with other funds. These are called split transactions and some merchants do not permit them. Purchases are limited to the available balance in your Card Account, or \$2,500 per day, whichever is less. Your Card and Card Account cannot be used for illegal charges, at casinos or at gambling websites. If you return merchandise purchased with your Card or cancel a Card transaction, you agree that any refunds will be issued in the form of a credit to your Card Account. If you use your Card Number or Account Number without presenting your Card (such as for mail order, telephone or Internet purchases), the legal effect will be the same as if you used the Card itself.

**Using Your Card to Get Cash:** After your identity has been verified and your Card has been activated, you may use your Card and PIN to obtain cash at ATMs designated by us, at ATMs displaying the Visa, Plus® or STAR® acceptance marks, or at merchants that have agreed to provide cash back at POS terminals bearing a Visa, Interlink®, or STAR acceptance mark. The minimum cash withdrawal at ATMs is \$20.00. If your card was obtained online or at a Bank branch, the maximum amount of cash you may withdraw at an ATM and via merchant cash back in any one day is \$900.00 or the available balance in your Card Account, whichever is less; merchants, banks and ATM operators may have additional limitations. If your card was obtained through your employer, the maximum amount of cash you may withdraw at an ATM, via merchant cash back and from participating Visa member bank tellers combined in any one day is \$3,200.00 or the available balance in your Card Account, whichever is less; merchants, banks and ATM operators may have additional limitations. You can get a receipt at the time you make any transfer using one of the Bank's ATM machines. Obtaining cash at ATMs located in Jamaica or the Dominican Republic is not permitted with this Card.

**Using Your Card Account to Pay Bills:** After your identity has been verified and your Card has been activated, you may use our online bill pay service to make one-time or recurring bill payments to merchants on your behalf from the funds available in your Card Account. If you make a payment to an individual, there is a daily payment limit of \$1,500. Please visit our website at [www.blazepays.com](http://www.blazepays.com) and log in for additional information and enrollment instructions for our bill pay service.

#### **Preauthorized Transfers:**

**a. Preauthorized credits:** If you have arranged to have direct deposits made to your Card Account at least once every 60 days from the same person or company, you can call us at **1-855-202-5293** (for cards issued by First National) or **1-855-992-5293** (for cards issued by First Savings) to find out whether or not the deposit has been made.

**b. Right to stop payment and procedure for doing so:** If you have told us in advance to make regular payments out of your Card Account using your 16-digit Card Number, you can stop any of these payments. Here's how: call us at **1-855-202-5293** (for cards issued

by First National) or **1-855-992-5293** (for cards issued by First Savings) or write us at BlazePays Customer Service, PO Box 85205, Sioux Falls, SD 57118-5205 (for cards issued by First National) or BlazePays Customer Service, PO Box 85416, Sioux Falls, SD 57118-5416 (for cards issued by First Savings) in time for us to receive your request 3 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. There is a fee associated with each stop payment order you give (see Schedule of Account Fees for fee information).

**c. Notice of varying amounts:** If these regular payments may vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set).

**d. Liability for failure to stop payment of preauthorized transfer:** If you order us to stop one of these payments 3 business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

**Account Balance and Transaction History:** You may determine your current available balance by accessing your Card Account online at [www.blazepays.com](http://www.blazepays.com) or by calling Customer Service at **1-855-202-5293** (for cards issued by First National) or **1-855-992-5293** (for cards issued by First Savings). A sixty (60) day history of your account transactions is available at [www.blazepays.com](http://www.blazepays.com). You also have the right to obtain a sixty (60) day written history of account transactions by calling **1-855-202-5293** (for cards issued by First National) or **1-855-992-5293** (for cards issued by First Savings) or by writing to us at BlazePays Customer Service, PO Box 85205, Sioux Falls, SD 57118-5205 (for cards issued by First National) or BlazePays Customer Service, PO Box 85416, Sioux Falls, SD 57118-5416 (for cards issued by First Savings). **There is a fee for obtaining a written history (see Schedule of Account Fees for fee information).**

**Card Not Accepted, Account Suspended or Account Closed:** We are not responsible and have no liability if your Card or Card Account is not accepted for a charge. We can close or suspend your Card Account at any time for any reason including if the activity on your Card Account appears suspicious. Unusual or multiple purchases may prompt a merchant inquiry or Card suspension to allow us to investigate such unusual activity. We reserve the right, in our sole discretion, to limit your use of the Card. We may refuse to issue a Card or may revoke Card privileges with or without cause or notice, other than as required by applicable law. You agree not to use or allow others to use an expired, revoked, cancelled, suspended or otherwise invalid Card. If we cancel your Card Account through no fault of yours, you may request a refund of any remaining balance and we will issue you a check equal to the balance of your funds in the Card Account (less incurred fees and charges) at no cost to you. We may charge a fee to issue a check for the remaining balance in all other circumstances. Checks will be mailed to you at the mailing address you have provided to us. Cancellation of your Card Account will not affect any of our rights or your obligations arising under this Agreement prior to cancellation.

**Negative Balance:** You acknowledge and agree that the value available in your Card Account is limited to the funds that have been loaded to your Card Account by you or on your behalf. 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 may not initiate transactions exceeding the available balance in your Card Account. Nevertheless, if any fees, transaction fees from merchants or other activity cause your Card Account to have a negative balance, you agree to pay us promptly for the full amount of the negative balance. We may deduct the negative balance owing from any current or future funds loaded to your Card Account or any other account you activate or maintain with us. If your Card Account has a zero or negative balance, we may, at our option, cancel your Card Account without notice.

**Protecting Your Access Information:** To prevent unauthorized access to your Card and Card Account, you agree to keep your PIN, online user name, password, challenge questions, and any other security or access information (collectively, "Access Information") confidential. We recommend that you memorize your Access Information and do not write it down. When entering your Access Information, be sure it cannot be observed by others and do not enter your Access Information into any terminal that appears to be modified or suspicious. If you believe the security of your Access Information has been compromised in any way (for example, your password has been lost or stolen, or someone has attempted to use our website under your user name without your consent), you must notify us immediately.

**Lost or Stolen Card or Access Information; Your Liability for Unauthorized Transactions:**

If you believe your Card or Access Information has been lost or stolen, call **1-855-202-5293** (for cards issued by First National) or **1-855-992-5293** (for cards issued by First Savings) or write to BlazePays Customer Service, PO Box 85205, Sioux Falls, SD 57118-5205 (for cards issued by First National) or BlazePays Customer Service, PO Box 85416, Sioux Falls, SD 57118-5416 (for cards issued by First Savings).

You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your Card or PIN without your permission.

Tell us AT ONCE if you believe your Card or Access Information has been lost or stolen or if you believe that a transaction has been made without your permission. Telephoning us is the best way to minimize your possible losses. You could lose all the money in your account. If you tell us within two (2) business days after you learn of the loss or theft of your Card or PIN you can lose no more than \$50 if someone used your Card or Access Information without your permission. If you DO NOT tell us within two (2) business days after you learn of the loss or theft of your Card or Access Information, and we can prove that we could have stopped someone from using your Card or Access Information without your permission if you had told us, you could lose as much as \$500. Also, if your statement shows transfers you did not make, including those made by Card, code or other means, tell us at once. If you do not tell us within 60 days from the earlier of the date you electronically access your Card 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. You may have additional rights under the Visa Network rules, and in some instances such rules provide that you will not be liable for unauthorized use of your Card.

**Disputes with Merchants:** We are not responsible for the delivery, quality, safety, legality or any other aspect of goods and services that you purchase from others with your Card. All such disputes should be addressed to the merchants from whom the goods and services were purchased.

**Errors or Questions about Card Transactions:** If you think your electronic transaction history or a receipt is wrong or if you need more information about a transaction listed on your electronic transaction history or receipt, please contact us as soon as possible at **1-855-202-5293** (for cards issued by First National) or **1-855-992-5293** (for cards issued by First Savings), or write to BlazePays Customer Service, PO Box 85205, Sioux Falls, SD 57118-5205 (for cards issued by First National) or BlazePays Customer Service, PO Box 85416, Sioux Falls, SD 57118-5416 (for cards issued by First Savings). We must hear from you no later than 60 days after the earlier of the date you electronically access your account, if the error could be viewed in your electronic transaction history, or the date we sent the FIRST written history on which the error appeared. You will need to tell us the following: (1) your name and address, (2) your Card Number, (3) why you believe there is an error, (4) the dollar amount involved, and (5) approximately when the error took place. If you tell us verbally, we may require that you send us written information within ten (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 provisionally 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. Funds will remain contingent on whether we determine if an error occurred. 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, POS, 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 3 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 we used in our investigation. If you have any further questions regarding our error resolution procedures, please contact us by calling **1-855-202-5293** (for cards issued by First National) or **1-855-992-5293** (for cards issued by First Savings).

**Change of Contact Information:** If any of your contact information (e.g. physical address, mailing address, e-mail address, text message address, or your name) changes, you must notify us immediately by calling us at **1-855-202-5293** (for cards issued by First National) or **1-855-992-5293** (for cards issued by First Savings) or write to BlazePays Customer Service, PO Box 85205, Sioux Falls, SD 57118-5205 (for cards issued by First National) or BlazePays Customer Service, PO Box 85416, Sioux Falls, SD 57118-5416 (for cards issued by First Savings). We will attempt to communicate with you only by use of the most recent contact information you have provided to us. Failure to promptly notify us of changes in your contact information may result in information being mailed or delivered to the wrong person or your transactions being declined. Any notice given by us shall be deemed given to you if mailed to you at the last U.S. mailing address furnished by you for the Card Account. You agree that we may accept changes of address from the U.S. Postal Service. You also agree that if you attempt to change your address to a non-U.S. address, your Card Account may be cancelled and funds returned to you in accordance with this Agreement.

**How to Withdraw Consent to E-Communications:** If you have elected to receive E-Communications from us in place of paper disclosures, you may withdraw your consent to receive E-Communications at any time by sending us your request in writing to: BlazePays, PO Box 85205, Sioux Falls, SD 57118-5205 (for cards issued by First National) or BlazePays, PO Box 85416, Sioux Falls, SD

57118-5416 (for cards issued by First Savings) or calling us at **1-855-202-5293** (for cards issued by First National) or **1-855-992-5293** (for cards issued by First Savings). If you do, we will mail any communications and disclosures we are required to provide to you in writing to the most current address we have for you in our records. We will not impose any fee to process the withdrawal of your consent to receive E-Communications. Any withdrawal of your consent to receive E-Communications will be effective only after we have a reasonable period of time to process your withdrawal. In the meantime, you will continue to receive E-Communications from us. If you withdraw your consent, the legal validity and enforceability of prior required disclosures and communications delivered in electronic form will not be affected. We also reserve the right to cancel your Card Account should you withdraw your consent.

**Privacy:** Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. All financial companies need to share customers' personal information to run their everyday business. Unless you give us your written permission, we do not share your personal information except as permitted by law to process your transactions, maintain your Card Account, verify the existence and condition of your Card Account for a third party, such as a merchant, respond to court orders and legal investigations, report to credit bureaus, or to offer our products and services to you. We will provide a complete privacy notice when your account is approved. If you would like a copy of our privacy notice, you may obtain one by visiting our website at [www.blazepays.com](http://www.blazepays.com).

**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;
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 or PIN lost or stolen;
6. If there is a hold or your funds are subject to legal 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;
9. Any other exception stated in our Agreement with you.

**Visa Prepaid Clearinghouse Service:** Visa Prepaid Clearinghouse Service (PCS) is a centralized, national repository of prepaid information that helps issuers manage fraud on their prepaid portfolios. It collects data across the U.S. prepaid industry from both Visa and non-Visa issuers including, but not limited to, enrollment information (including your name, date of birth, address, phone number, government identification, e-mail address and card account number), fraud, load/reload activity and unauthorized payment transaction activity. PCS provides issuers with information they can use as part of their "Know Your Customer (KYC)" activities to help validate new enrollments as well as for fraud prevention purposes. Reporting into PCS is mandatory and all Visa issuers are required to report prepaid information to Visa PCS.

You may contact the Visa PCS Customer Service Department to inquire about the information contained within PCS about you, to dispute certain information included in a customer service report about you and to place a fraud alert within PCS in certain circumstances (for instance, if you provide evidence you were a victim of fraud). Visa's Customer Service Department may be contacted at: Visa Prepaid Clearinghouse Service Customer Service Department, 5005 Rockside Road, Suite 600-27, Independence, OH 44131, Phone: (844) 263-2111, Facsimile: (844) 432-3609, PCS Customer Service Department's business hours are Monday – Friday, 9:00 AM – 5:00 PM Eastern Time.

**Communications:** If you provide us with your mobile phone number or contact us from your mobile number, you are providing this phone number for us or any third party acting on our behalf to contact you at this number. You agree that we may use this phone number to contact you for any business purpose about your Card Account and you agree to be responsible for any fees or charges you incur as a result of providing this information. You may request this number not be used. We may offer options that allow you to receive or access text messages or other electronic communications from your mobile phone. By enrolling for these types of communications, you understand and agree to be responsible for any fees or charges you incur as a result of this enrollment. You agree that we may contact you from time to time regarding your Card Account in any manner we choose unless the law says we cannot. For example, we may contact you by mail, telephone, email, fax, recorded message, text message, by using an automated dialer device. We may contact you at home, at your place of employment, on your mobile telephone; at any time including weekends and holidays, at any frequency and leave prerecorded messages or messages with others.

When we attempt to contact you, we may identify ourselves, our relationship and our purpose for contacting you even if others might hear or read it. Our contacts with you about your Card Account are not unsolicited. We may monitor or record any conversation or other communication with you.

**Governing law, Court Proceedings, Damages:** This Agreement is entered into in the state of South Dakota where the decision to approve or decline your Card Account will be made. Therefore, this Agreement will be governed by the laws of the state of South Dakota, and applicable federal law.

**Assignability:** We may assign or transfer our rights and obligations under this Agreement at any time without prior notice to you. The Card Account established under this Agreement is not assignable or transferable by you. Notwithstanding the foregoing, this Agreement shall be binding on you, your authorized users, your heirs, your executors, administrators, guardians, personal representatives, or trustee in bankruptcy.

**Waiver:** We do not waive our rights by delaying or failing to execute them at any time. To the extent permitted by law and as permitted by the Waiver of Rights and Arbitration below, you agree to be liable to us for any loss, costs, or expenses that we may incur as a result of any dispute or legal proceeding involving your Card Account. If a court finds any provision of this Agreement invalid or unenforceable, such finding shall not make the rest of this Agreement invalid or unenforceable. To the fullest extent possible, any such provision shall be deemed to be modified so as to be rendered enforceable or valid; however, if such provision cannot be so modified, it shall be stricken and all other provisions of this Agreement in all other respects shall remain valid and enforceable.

**Change in Terms:** We may change any term of this Agreement at any time upon notice to you as required by law. You may have the right to reject the change in terms, depending on the type of change, and if you do, your Card Account will be closed. Advance notice may not be given if we need to make a change immediately to maintain or restore the security of the account or any related payment system. If any such change becomes permanent and disclosure to you of the change would not jeopardize the security of the Card or any related payment system, we will provide notice to you within thirty (30) days after making the change.

**Credit Reports:** No credit history is required to obtain a Card Account. You authorize us to obtain information about you from time to time from credit reporting agencies, and other third parties for our internal processes including but not limited to offering you other products or collecting on your Card Account. You and each authorized user agree that we may report Card Account information to credit reporting agencies.

**ARBITRATION: PLEASE READ THIS CAREFULLY. YOU AGREE THAT ANY DISPUTE WILL BE RESOLVED BY BINDING ARBITRATION. ARBITRATION REPLACES THE RIGHT TO GO TO COURT, INCLUDING THE RIGHT TO A JURY AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING. IN ARBITRATION, A DISPUTE IS RESOLVED BY AN ARBITRATOR INSTEAD OF A JUDGE OR JURY. ARBITRATION PROCEDURES ARE SIMPLER AND MORE LIMITED THAN COURT PROCEDURES. YOU ALSO AGREE ANY ARBITRATION WILL BE LIMITED TO THE DISPUTE BETWEEN YOU AND US AND WILL NOT BE PART OF A CLASS-WIDE OR CONSOLIDATED ARBITRATION PROCEEDING.**

**Agreement to Arbitrate:** You and we agree that any dispute will be resolved by arbitration. This Agreement is governed by the Federal Arbitration Act (FAA), 9 USCS § 1 et seq. and the substantive law of the state of South Dakota.

**Definitions:** Arbitration is a means of having an independent third party resolve a dispute. A “dispute” is any controversy or claim between you and us. The term dispute is to be given its broadest possible meaning and includes, without limitation, all claims or demands (whether past, present or future, including events that occurred prior to the opening of this account), based on any legal or equitable theory (tort, contract or otherwise), and regardless of the type of relief sought (i.e. money, injunctive relief or declaratory relief). A dispute includes, by way of example and without limitation, any claim based upon federal or state constitution, statute, ordinance, regulation, or common law, and any issue concerning the validity, enforceability or scope of this arbitration agreement. The term “you” includes any authorized user and also your heirs, guardian, personal representative or trustee in bankruptcy. The term “us” includes our: employees, officers, directors, attorneys, affiliated companies, predecessors and assigns, as well as our marketing, servicing and collection representatives and agents.

**Selection of Arbitrator:** If a dispute arises, the party asserting the claim or defense must initiate arbitration, provided you or we may first try to resolve the matter informally or through customary business methods, including collection activity. The party filing arbitration may initiate and pursue the matter with the American Arbitration Association (“AAA”) or JAMS, The Resolution Experts or we may agree upon a different arbitrator described below. If you claim you have a dispute with us, but do not initiate arbitration or select an arbitrator, we may do so. You may obtain copies of the current rules of arbitration and forms and instructions for initiating arbitration by contacting them as follows:

- American Arbitration Association, 335 Madison Avenue, Floor 10, New York, NY 10017-4605 Website: [www.adr.org](http://www.adr.org).
- JAMS, The Resolution Experts, 1920 Main Street, Suite 300, Irvine, CA 92614, Website: [www.jamsadr.com](http://www.jamsadr.com) or by phone at (949) 224-1810 or (800) 352-5267



The policies and procedures of the arbitrator will apply provided that they are consistent with this arbitration agreement. To the extent the arbitrator's rules or procedures are different than the terms of this arbitration agreement, the terms of this arbitration agreement shall apply. If either of the arbitration firms are not available to adjudicate the matter, or if the neither is convenient or acceptable to you, you and we may agree on one or more neutral arbitrators. If you and we cannot agree on arbitrator(s), an arbitrator will be appointed by a court with jurisdiction over the matter pursuant to the FAA.

**Cost of Arbitration:** We will pay the filing fee and any costs or fees charged by the arbitrator regardless of whether you or we initiate the arbitration. Except where otherwise provided by applicable law, each party will be responsible for its own attorneys' fees and other expenses. Unless prohibited by law, the arbitrator may award fees, costs and reasonable attorneys' fees to the party who substantially prevails in the arbitration.

**Place of Arbitration:** Unless you and we agree to a different location, the arbitration will be held in the same city as the U.S. District Court closest to your then-current mailing address. The arbitrator may decide the matter based upon written submissions by the parties if permitted under the arbitration rules.

**Waiver of Rights:** You are waiving your right to a jury trial, to have a court decide your dispute, to participate in a class action lawsuit and to certain discovery and other procedures that are available in a lawsuit. The arbitrator has the ability to award all remedies available by statute, at law or in equity to the prevailing party. You and we agree that the arbitrator has no authority to conduct class-wide proceedings and will be restricted to resolving the individual disputes between you and us. If an arbitration firm or arbitrator fails or refuses to enforce the waiver of class-wide arbitration, then the dispute will proceed in court. The validity, effect and enforceability of this waiver of class action lawsuit and class-wide arbitration is to be determined solely by a court of competent jurisdiction and not by the arbitration firm or arbitrator. If such court refuses to enforce the class-wide arbitration waiver, then it is agreed the dispute will proceed in court rather than arbitration.

**Review of Arbitration Award:** The arbitrator shall apply applicable federal and South Dakota substantive law and the terms of your Agreement with us. The arbitrator shall make written findings and the arbitrator's award may be filed with any court having jurisdiction. The arbitration award shall be supported by substantial evidence and must be consistent with your Agreement with us and applicable law or may be set aside by a court upon judicial review.

**Other Provisions:** If any portion of this arbitration agreement is subsequently deemed unenforceable, the enforceability of any other provision of this arbitration agreement shall not be affected and the unenforceable term shall be amended such that it is enforceable to the maximum extent permitted by law provided that if a class action litigation or a class-wide arbitration is permitted for any reason, either party may require that the entire dispute be heard by a Judge, sitting without a jury, under applicable court rules and procedures. This arbitration provision shall survive: (i) termination or changes in your Agreement with us, your Card Account, or the relationship between you and us concerning your Card Account; (ii) the bankruptcy of any party; and (iii) any transfer, sale or assignment of the Card Account, or any amounts owed on the Card account, to any other person or entity.

**Right to Opt-Out:** If you do not wish to agree to arbitrate all disputes with us, you must advise us in writing at the following address within thirty (30) days of our mailing this Agreement to you at the most recent mailing address we have for you: BlazePays, PO Box 85205, Sioux Falls, SD 57118-5205 (for cards issued by First National) or BlazePays, PO Box 85416, Sioux Falls, SD 57118-5416 (for cards issued by First Savings).

**Headings:** The headings used in this Agreement are for the convenience of reference only and are not intended in any way to define or describe the scope or intent of any provision of this Agreement.