CUSTOMER SERVICE CONTACT INFORMATION:
Address: 1221 W. 103rd Street, #256, Kansas City, Missouri 64114
Website: www.getmybalance.com
Phone Number: 1-800-803-7176

IMPORTANT NOTICES:
(1) Give this document to the recipient of the gift card for any future questions or issues.
(2) Please read carefully. This agreement contains an Arbitration Clause requiring all claims to be resolved by way of binding arbitration.
(3) Always know the exact dollar amount available on your card. Merchants may not have access to determine your card balance.
(4) If you do not agree to these terms, do not use the card, save your receipt, and cancel the card within 60 days by calling customer service and requesting a refund check.

3. REPLACEMENT CARD
If you need to replace your Card for any reason, please contact Customer Service. See the table above for applicable fees. A separate form of payment may be required. Please note that your Card has a “Valid Thru” date on the front of the Card. You may not use the Card after the “Valid Thru” date. If you use your Card after the “Valid Thru” date, even if it is not expired, the funds on your Card do not expire. You will not be charged a fee for replacement cards that we send due to expiration of the Card.

4. COMMUNICATIONS
You agree that we may monitor and record any calls or other communications between us and you. You also agree that we or our service providers may contact you by using an automated dialing or email system, by text, or artificial or recorded voice. You agree to pay any service charges assessed by your plan provider for communications we send or make to you or that you send or make to us.

5. UNAUTHORIZED TRANSACTIONS
a. Contact Customer Service Immediately
If you believe your Card has been lost or stolen or an unauthorized transaction has been made using the information from your Card without your permission, contact Customer Service IMMEDIATELY. We will ask for the Card number and other identifying details. Upon contacting us for any lost/stolen card, your funds will be temporarily unavailable until you activate your replacement card. We may not be able to assist you if you do not have the Card number. We may not be able to assist you if you do not contact us within 60 days of the unauthorized transaction. We will charge a fee as noted in the fee table above (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 30 days to process.

6. NO WARRANTIES AND LIMITATION OF LIABILITY
We make no warranty, express or implied, or any other aspect of any goods or services purchased with a Card. Further, we will not liable:
(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 electronic terminal where you are making a transaction stops working or malfunctions; (4) If access to your Card has been blocked after you reported your Card lost or stolen; (5) If circumstances beyond our control (such as fire, flood or computer or communication failure) prevent the completion of the transaction; (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; or (8) For any other exception stated in our Agreement with you.

7. LEGAL NOTICES
a. English Language Controls
Translations of this Agreement that may have been provided for your convenience do not convey the original English Language meaning. The meanings of terms, conditions, and representations contained herein are subject to definitions and interpretations in the English language.

b. Assignability
You may not assign or transfer your Card or your obligations under this Agreement, in whole or in part, without our consent. You must obtain consent of the original English Language meaning. The meanings of terms, conditions, and representations contained herein are subject to definitions and interpretations in the English language.

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

8. PRIVACY
We may provide information to our employees, auditors, affiliates, service providers, or attorneys as needed, or to any third party if you give us your written permission. We may also collect: (1) Information about purchases made with the Card, such as date of purchase, amount and place of purchase; (2) Information you provide to us when you register a Card, or for replacement Cards, or when you contact us with customer service issues, such as name, address, phone number.

We may also disclose information about your Card or the transactions you make to third parties in order to: (1) complete transactions; (2) verify the existence and condition of your Card for a third party, such as merchant; (3) provide customer services; (4) process claims for lost or stolen Cards; (5) help protect against fraud and to conduct research and analysis; or (6) comply with government agency or court orders, or other legal reporting requirements.

9. ARBITRATION AND JURY TRIAL WAIVER

a. Jury Trial Waiver: To the extent permitted by law, you and we knowingly and voluntarily waive any right to trial by jury in the event of litigation arising out of or related to this agreement. This Jury Trial Waiver does not modify in any fashion the Arbitration Clause set forth in the following section, which contains its own jury trial waiver.

b. Arbitration Clause: You can opt out of this Arbitration Clause within 60 calendar days from the earlier of purchasing, activating, or using the Card. You must send the opt out notice in writing to Pathward, N.A., Attn: Customer Service, 5501 S Broadband Ln, Sioux Falls, SD 57108 (“Notice Address”). This Arbitration Clause governs any dispute arising under this Agreement, aside from the validity and coverage of this Arbitration Clause. Arbitrations will be conducted under the rules of the arbitration administrator, as chosen by us. Arbitration may be brought by you or us, and we will not demand arbitration if you bring an individual action in small claims court. In addition to the Jury Trial Waiver above, you also waive your rights to be a class member or bring suit in a class action or class arbitration. In order to commence an arbitration, the party bringing the dispute must send the notice and complaint in writing. You must send your notice to the Notice Address. After receiving notice, the other party has 30 days to attempt to resolve the issue before a suit or arbitration commences. We will pay all costs associated with administering an arbitration brought by you in good faith, if you cannot get a waiver and ask us to pay. Further, we will pay legal fees and costs if you win or as required by law or the arbitrator. This Arbitration Clause will stay in force if your Card is closed or we assign our rights under this Agreement. This Arbitration Clause and any rights to appeal or requests for information will be governed by the Federal Arbitration Act and the rules of the arbitrator.

This Card is issued by Pathward, National Association, Member FDIC.
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