

government agency, court order, or other legal reporting requirements; (iv) if you give us your written consent; (v) to service providers who administer the Card or perform data processing, records management, collections, and other similar services for us, in order that they may perform those services; (vi) in order to prevent, investigate or report possible illegal activity; (vii) in order to issue authorizations for transactions on the Card; (viii) as permitted by applicable law; or (ix) to our employees, auditors, affiliates, service providers, or attorneys as needed. 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 may be liable for your losses or damages. However, we will not be liable under certain circumstances, such as:

- (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 available to complete the transaction;
- (4) If a terminal or system where you are making a transaction does not operate properly;
- (5) If access to your Card has been blocked after you reported your Card lost or stolen;
- (6) If there is a hold on your Card for any reason or if the funds associated with your Card 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; or
- (9) As otherwise provided in this Agreement or by applicable law.

Your Liability for Unauthorized Transactions

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 used or may use your Card without your permission, call us at 1-866-914-6051. Under Visa U.S.A. Inc. Operating Regulations, your liability for an unauthorized Visa debit transaction conducted using your Card is \$0.00 if you notify us within two (2) business days of the transaction at issue and you exercise reasonable care in safeguarding your Card from loss, theft or unauthorized use. This reduced liability does not apply to PIN transactions not processed by Visa or ATM cash withdrawals.

Your liability for an unauthorized non-Visa debit transaction on your Card is limited to \$50.00 if you notify us within two (2) business days of the transaction at issue and you exercise reasonable care in safeguarding your Card from loss, theft, or unauthorized use.

If you notify us after two (2) business days, but within sixty (60) days, following any unauthorized transaction or after you learn of the loss or theft of your Card, you could lose as much as \$500.00.

Also, if you become aware of and/or your transaction history shows a transaction that you did not authorize, 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 learn of the loss or theft of your Card, become

aware of the unauthorized transaction and/or after the transaction history reflecting the unauthorized transaction was made available to you, you may not get back any value you lost after the sixty (60) days if we could have stopped someone from taking the value if you had promptly notified us of the loss or theft of your Card or of the unauthorized transaction.

Upon notice from you that your Card has been lost or stolen, we will close your Card account to help keep losses down and, upon your request, will issue you a replacement Card. We will charge a Replacement Card Fee in the amount shown in the section of this Agreement captioned "Fee Schedule" for any reissued or replaced Card, which will be deducted from the balance associated with the new Card. It may take up to thirty (30) 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.

Information About Your Right to Dispute Errors

In case of errors or questions about your electronic transactions, call 1-866-914-6051 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. You must contact us no later than sixty (60) days after the FIRST statement was made available to you on which the problem or error appeared.

1. Provide your name and Card number (if any).
2. Describe the error or the transaction you are unsure about, and explain why you believe it is an error or why you need more information.
3. Provide the dollar amount of the suspected error.

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 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. 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 phone number or address listed at the beginning of this section. For additional information about our error resolution procedures, call us at 1-866-914-6051 or visit www.momentumcard.com.

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 eighteen (18) years of age (or nineteen (19) if you reside in a state where the age of majority is nineteen (19)); (ii) you are a U.S. citizen or legal alien residing in one of the 50 states, the District of Columbia or Puerto Rico; (iii) all personal information that you provide to us in connection with the Card is true, correct and complete; (iv) you received a copy of this Agreement and agree to be bound by and to comply with its terms; and (v) you accept

the Card. If you are under eighteen (18) years of age (or nineteen (19) if you reside in a state where the age of majority is nineteen (19), your parent or guardian may enter into this Agreement, and you can become an authorized user of 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.

Arbitration

Any claim, dispute, or controversy ("Claim") between you and us arising out of or relating in any way to this Agreement, your Card, or purchase of your Card, or usage of your 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 OR 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 1-866-914-6051 to cancel your Card and to request a refund.

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 about 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 neither the Issuer nor Visa U.S.A. Inc., ITC Financial Licenses, Inc., IH Financial Licenses, Inc., or their respective affiliates, employees, or agents, including, but not limited to, InComm, and its affiliates, employees and agents, are 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 natures, 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.

Amendment and Cancellation

We may, to the extent permitted by applicable law, amend 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. However, if the change is made for security purposes, we can implement such change immediately, without prior notice to you and before such change may be posted to the website. The current Agreement is available at www.momentumcard.com.

We may cancel or suspend your Card or this Agreement at any time. You may cancel this Agreement by returning the Card to us. Your termination of this Agreement will not affect

any of our rights or your obligations arising under this Agreement prior to termination. 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. We will charge an Account Cancellation Fee for this service in the amount shown in the section of this Agreement captioned "Fee Schedule". Any request for a return of funds shall be processed within a reasonable period of time after your request.

Other Terms

Your Card and your obligations under this Agreement may not be assigned. We may transfer our rights under this Agreement. Use of your Card is subject to all applicable rules and customs of any clearinghouse or other association involved in transactions. We do not waive our rights by delaying or failing to exercise them at anytime. If any provision of this Agreement shall be determined to be invalid or unenforceable under any rule, law, or regulation of any governmental agency, local, state, or federal, the validity or enforceability of any other provision of this Agreement shall not be affected. This Agreement will be governed by the law of the State of South Dakota except to the extent governed by federal law. You agree that we may monitor and record your telephone and electronic communications with us at any time, without further notice to you or any party to the communication.

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.

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 Debit Card
401 Garbally Road
Victoria, BC V8T 5M3
1-866-914-6051 or 801-736-2438 outside North America

This Cardholder Agreement is effective 06/2011.

IMPORTANT – PLEASE READ CAREFULLY

MOMENTUM VISA® PREPAID DEBIT CARD

Cardholder Agreement

*PLEASE SIGN YOUR
CARD IMMEDIATELY.*

THE CARD IS NOT A CREDIT CARD.

DO NOT TELL ANYONE YOUR PIN.

*YOU ARE RESPONSIBLE FOR
SAFEGUARDING YOUR PIN
AND CARD NUMBER.*

*IMPORTANT – BE SURE TO PROVIDE
THE PREPAID CARD RECIPIENT THIS
CARDHOLDER AGREEMENT.*

IMPORTANT – PLEASE READ CAREFULLY

**Momentum® Visa Prepaid Debit Card
Cardholder Agreement**
**IMPORTANT – PLEASE READ CAREFULLY AND KEEP
FOR FUTURE REFERENCE**

Terms and Conditions/Definitions

This document constitutes the agreement (“Agreement”) between you, The Bancorp Bank, ITC Financial Licenses, Inc., and IH Financial Licenses, Inc., outlining the terms and conditions under which the Momentum® Visa Prepaid Debit Card has been issued to you. BY ACCEPTING AND/OR USING THE CARD, YOU AGREE TO BE BOUND BY, AND COMPLY WITH, THE TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS CONTAINED IN THIS AGREEMENT, DO NOT ACTIVATE OR USE THE CARD, SAVE YOUR RECEIPT AND CALL US AT 1-866-914-6051 TO CANCEL YOUR CARD AND REQUEST A REFUND. “Card” means a Non-personalized Card or Personalized Card. All Cards are issued by The Bancorp Bank, Wilmington, Delaware (“Issuer”), and distributed and serviced by either ITC Financial Licenses, Inc. or IH Financial Licenses Inc. depending upon the state or territory where the Card is purchased. All Cards sold in the State of Texas are distributed and serviced by ITC Financial Licenses, Inc. You may contact ITC Financial Licenses, Inc. by phone at 1-800-571-1376 or by mail at P.O. Box 826, Fortson, Georgia 31808. “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*. “You” and “your” mean the person who has purchased the Card, 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., IH Financial Licenses, Inc., and their respective parents, subsidiaries, affiliates, successors, assignees, authorized agents, and authorized representatives. 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. The Card is not for resale. You will not receive any interest on the funds associated with your Card. The Card will remain the property of the Issuer and must be surrendered upon demand. The Card is non-transferable and may be canceled, repossessed, or revoked by us at any time without prior notice subject to applicable law. 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. You acknowledge and agree that the value available on the Card is limited to the funds that you have loaded onto the Card or have been loaded onto the Card on your behalf. You agree to sign the back of the Card immediately upon receipt. Our business days are Monday through Friday, excluding federal holidays, even if we are open. Write down your Card number and the customer service phone number provided in this Agreement on a separate piece of paper in case your Card is lost, stolen, or destroyed.

Activating Your Card

You must successfully complete the Issuer’s identification verification process and receive the Issuer’s approval* 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 phone 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

*Obtaining Your Card: The USA PATRIOT Act is a federal law that requires all financial institutions to obtain, verify, and record information that identifies each person who seeks to obtain a Card. What this means for you: When you request a Non-Personalized Card, we will ask for your name, address, date of birth, and other information that will allow us to reasonably identify you. We may also ask to see your driver’s license or other identifying documents at any time.

FDIC Insurance

All funds associated with the Card shall be held by the Issuer in an account 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 “Activating Your Card,” then such funds are insured by the Federal Deposit Insurance Corporation (“FDIC”) up to at the maximum amount specified by FDIC regulations. The Issuer is an FDIC-insured member institution.

Authorized 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.

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.” DO NOT SHARE THE PIN WITH ANYONE OTHER THAN AN AUTHORIZED USER.

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 merchant, that bears the Visa® or Interlink® Acceptance Mark. All ATM transactions are treated as cash withdrawal transactions. The maximum cumulative amount that may be withdrawn from an ATM, a POS device or through a participating bank (over-the-counter withdrawal), in each case in one or more transactions, is as follows:

ATM	\$1,000.00
POS device	\$10,000.00
Participating bank (over-the-counter withdrawal)	Total available balance on 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. You may add value or load your Card via cash at participating retail locations or at participating Visa ReadyLink locations. You may also load your Card via direct deposit. See www.momentumcard.com for more information on how to load your Card. You may load your Card up to a maximum of five (5) times per day so long as the Card balance does not exceed \$10,000.00. 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 Visa ReadyLink is \$950.00 per transaction, and the maximum amount of each initial load or value reload via money order or direct deposit is \$7,500.00 per transaction, in each case subject to a total Card balance limit of \$10,000.00. You will have access to your funds immediately after load / reload or direct deposit is complete. You may not load your Card by sending personal checks, cashier checks, or money orders to us. All checks and money orders sent to us 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. Your Card and the associated direct deposit account number MAY NOT be used for preauthorized direct debits from any third party, including merchants, utilities and Internet service providers. If presented for payment, these preauthorized direct debits will be declined and your payment to the third party will not be processed. The bank routing number and direct deposit account number are for the purpose of initiating direct deposits TO your Card only. You are not authorized to provide this bank routing number and direct deposit account number to anyone other than your employer or other 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. The Card may be used when making purchases from merchants that accept Visa debit cards and Interlink cards. 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. 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 associated with your Card by the amount of the transaction and any applicable fees. You are not allowed to exceed the available amount associated with your Card 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.

Some merchants do not allow cardholders to conduct split transactions where you would use the Card as partial payment for goods and services and then 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. Some merchants (such as restaurants and salons) will obtain an authorization/approval on the Card for an amount up to twenty percent (20%) or more than the total bill to cover any tip or gratuity that you may add to the purchase, and therefore it is important for you to be sure that the balance of your Card is sufficient to cover such amount or arrange to pay the tip or gratuity using cash or another payment method. Hotels, car rental agencies, and gas stations may also secure an authorization/approval on the Card in excess of the estimated purchase amount to ensure that adequate funds are available to cover the final purchase. The entire amount of the authorization/approval will remain unavailable until the actual transaction posts to your Card (typically within seven (7) business days), although only the amount you actually authorize will be deducted from the value of the Card. All transactions relating to car rentals may result in a hold for that amount of funds for up to sixty (60) days. If you authorize a transaction and 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.

For security reasons, we may limit the number or amount of transactions you can make with the Card. You do not have the right to stop payment on any purchase or payment transactions that you originate through the use of the Card.

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 the relevant merchant. If you have a problem with merchandise or services purchased with the Card, or if you have a dispute with a merchant, you must handle it directly with the relevant 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. You agree that neither the Issuer nor Visa U.S.A. Inc., ITC Financial Licenses, Inc., IH Financial Licenses, Inc., or their respective affiliates, employees, or agents, including, but not limited to, Interactive Communications International, Inc. (“InComm”) and its affiliates, employees and agents, are responsible for the delivery, quality, safety, legality or any other aspect of services or merchandise purchased with the Card or any damages resulting directly or indirectly from the use of the Card.

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. If there is a balance remaining after the expiration date shown on the front of the Card, you can call 1-866-914-6051 to request that a new Card be issued to

you as allowed in accordance with applicable law. The new Card will have a value equal to the remaining balance of the expired Card.

Card Replacement

If you need to replace your Card for any reason, please contact us at 1-866-914-6051 to request a replacement Card. You will be required to provide personal information which may include your Card number, full name, transaction history, etc. We reserve the right to require an affidavit signed by you and conduct an investigation into the validity of any request. We will charge a Replacement Card Fee in the amount shown in the section of this Agreement captioned “Fee Schedule” for any reissued or replaced Card, which will be deducted from the balance associated with the new Card.

Charges 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 U.S.A. Inc. 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 U.S.A. Inc. from the range of rates available in wholesale currency markets for the applicable central processing date, which may vary from the rate Visa U.S.A. Inc. 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 three percent (3%) of the transaction amount and will retain this amount as compensation for its services.

Receipts

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

Card Balance/Periodic Statements

You are responsible for keeping track of the available balance on your Card. Merchants generally will not be able to determine your available balance. It’s important to know your available balance before making any transaction. You may obtain your available balance by accessing our website at www.momentumcard.com or by calling 1-866-914-6051. Statements in electronic format which detail your transaction history for the immediately preceding 60 days will be made available free of charge at www.momentumcard.com. You will not automatically receive paper statements. You may choose to have a paper statement mailed to you by contacting us each time at Paper Statement Request. Cardholder Services, 401 Garbally Road, Victoria, BC V8T 5M3. However, a Paper Statement Fee in the amount shown in the section of this Agreement captioned “Fee Schedule” will be charged for each paper statement requested. In your written request for a paper statement, you must include your full name, address and Card number. No paper statements will be mailed without a written request for the relevant 60-day period. You agree that these are reasonable procedures for sending and receiving paper statements.

Fee Schedule

Except where otherwise required by applicable law, all fee amounts will be withdrawn from the funds associated with your Card and will be assessed as long as there is a remaining balance of funds associated with your Card. In the event that the remaining balance of funds associated with your Card is less than the fee amount being assessed, the total remaining balance of funds associated with your Card will be applied to the fee amount.

	FLAT FEE	PAY AS YOU GO
Card Issuance (Activation Fee – charged at the time a Card is issued to you in-store)	\$10.00 one time only	\$10.00 one time only
Monthly Maintenance (Monthly Fee)	\$10.00 per month	FREE
Card Load [in store load, Direct Deposit] (Load Fee)	FREE	\$2.00 per transaction
Signature/PIN Transaction (Transaction Fee)	FREE	\$1.00 per transaction
In Store Withdrawal	FREE	FREE
Automated (VRU) Customer Service (Automated Voice Response Fee)	\$0.25 per transaction	\$0.25 per transaction
Representative Assisted Customer Service (Call Center Customer Service Fee)	1 FREE per month then \$1.50 per call	1 FREE per month then \$1.50 per call
ATM Withdrawal	\$2.00 per transaction	\$2.00 per transaction
Foreign Transaction	3% of the transaction amount; per transaction	\$1.00 + 3% of the transaction amount; per transaction
Card to Card Transfer Fee (Card 2 Card Fee)	\$5.00 per transaction	\$5.00 per transaction
Lost or Stolen (Replacement Card Fee)	\$5.00 per transaction	\$5.00 per transaction
Administrative Fee Close Card (Account Cancellation Fee)	\$10.00	\$10.00
Paper Statement Fee	\$5.00 per paper statement	\$5.00 per paper statement

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 the Issuer to report to state government authorities any funds remaining with respect to your Card after a certain period of inactivity. In that event, the Issuer may try to contact you at the address shown in its records. If the Issuer is unable to contact you, it may be required to escheat any funds remaining with respect to your Card to state government authorities as unclaimed property.

Confidentiality

We may disclose personally identifiable information to third parties about you, the Card, and the transactions on your Card: (i) where it is necessary or helpful for completing transactions; (ii) in order to verify the existence, condition, and available funds of your Card for a third party (e.g. a merchant); (iii) in order to comply with