Kinesis Visa® Prepaid Card - Cardholder Agreement
IMPORTANT – PLEASE READ CAREFULLY

1. Terms and Conditions for the Kinesis Visa® Prepaid Card. This document is an agreement ("Agreement") containing the terms and conditions that apply to the **Kinesis Visa® Prepaid Card** that has been issued to you by Metropolitan Commercial Bank (Member FDIC) pursuant to a license from Visa U.S.A. Inc. "Metropolitan Commercial Bank" and "Metropolitan" are registered trademarks of Metropolitan Commercial Bank © 2014. By accepting and/or using this Card, you agree to be bound by the terms and conditions contained in this Agreement, which includes an Arbitration Provision in Section 31. The "Program Manager" for the **Kinesis Visa Prepaid Card is PAL Card Minnesota, LLC, doing business as CashPass Network, with Distributor Agent, Unified Signal, Inc.-Kinesis** and the Customer Service telephone number is **1-323-202-2313** or the toll-free telephone number on the back of your Card. In this Agreement, "Card" means the **Kinesis Visa Prepaid Card** issued to you by the Bank, including any Physical Card, Virtual Card, and Secondary Card(s) (each as defined below) you may request, as permitted under this Agreement. "Card Account" means the records we maintain to account for the value of transactions associated with the Card. "You" and "your" means the person or persons who have received the Card and who are authorized to use the Card as provided for in this Agreement. "We," "us," "our," and "Bank" mean Metropolitan Commercial Bank, together with its successors and assigns. "Program Manager" means **PAL Card Minnesota, LLC, doing business as CashPass Network, with Distributor Agent, Unified Signal, Inc.-Kinesis**, together with its successors and assigns. The Card will remain the property of the Bank and must be surrendered upon demand. The Card is nontransferable, and it may be canceled, repossessed, or revoked at any time without prior notice subject to applicable law. Please read this Agreement carefully and keep it for future reference.

To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions and their third parties to obtain, verify, and record information that identifies each person who obtains a Card. What this means for you: When you apply for a Card, we will ask for your name, address, date of birth, social security number or country identification number, and other information that will allow us to identify you. We also may ask to see your driver's license or other documentation bearing your photo as verification of your identity. By participating in the Card program, you agree that the information and statements you provide to us are accurate, including, but not limited to, your real name, valid U.S. mailing address and residential address (if different), social security number or other identification documentation, date of birth, and telephone number. If you fail to provide accurate information that we request, we may cancel your Card. In addition, 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.

English Language Controls. 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 provided in the original English Cardholder Agreement.

2. Your Card. 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. The funds in your Card Account will be FDIC-insured once we have verified your identity. You may access the funds in your Card Account by using (1) your Card, (2) the number inscribed or printed on the front of your Physical Card or the number provided to you in connection with your Virtual Card, as applicable (the "Card Number" or "Card Numbers"), (3) by automated clearinghouse ("ACH") debit using your Account Number or (4) by writing a Prefunded Check (as described in the Section below titled "Prefunded Check Transactions"). The Card is **not** a credit card. The Card is **not** a gift card, nor is it intended for gifting purposes. You will **not** receive any interest on your funds on the Card. The funds in your Card Account will **not** expire, regardless of the expiration date on the front of your Card.

You may request, be issued, and/or use a physical plastic card (a "Physical Card") or a virtual representation of the card (a "Virtual Card"). If you have and use a Physical Card and a Virtual Card at the same time, both forms of your Card are associated to one Primary Access Number ("PAN"), which allows you to access the funds available in your Card Account. Except as otherwise stated in this Agreement, you have the same rights and responsibilities under this Agreement whether you use a Physical Card or Virtual Card.

a. **Virtual Card.** You may request a Virtual Card either through use of the mobile app or the website www.kinesis.money at the time of enrollment. Your Virtual Card will be displayed either in the mobile app or the website after the successful verification of your identity as described above and will be activated and ready for use after the first successful load of funds to your Card Account. You may access the funds in your Card Account by using your Virtual Card Number for transactions or purchase initiated over the phone or online. You will not receive a PIN for your Virtual Card. [If you choose to receive and use a Physical Card, you will be able to continue using your Virtual Card.]
b. **Physical Card.** If you request a Physical Card, it will be mailed to the address you provide to us during the registration process. When you receive your Physical Card, call Customer Service at **1-323-202-2313** to activate the Card and receive your PIN (as set forth in the Section of this Agreement titled "Personal Identification Number ("PIN")"). Upon receipt and activation of your Physical Card, your Virtual Card will not be automatically disabled.

3. FEES. THE FEES RELATING TO THE USE (AND MISUSE) OF YOUR CARD ARE SET FORTH IN THE "SCHEDULE OF FEES AND CHARGES (SCHEDULE A)" ATTACHED TO THIS AGREEMENT AND INCORPORATED HEREIN BY REFERENCE. FEES INCURRED PURSUANT TO THE TERMS OF THIS AGREEMENT 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. You agree to pay all fees associated with the Card. We may from time to time amend the Fee Schedule at our sole discretion as set forth in the Section of this Agreement titled "Amendment and Cancellation."

4. Authorized Users. You may request an additional Physical Card ("Secondary Card") to allow another person to access the funds in your Card Account. The maximum number of Secondary Cards permitted is four (**4**). The additional cardholder must be 13 years of age or older. The additional cardholder is not allowed to add funds onto their card. Only the Primary cardholder can load funds onto additional card and is responsible for the entire account including all additional cards. If you permit another person to have access to any Card or Card Number, you are liable for all transactions made with any Card, Card Number or Account Number, and all related fees incurred, by those persons. To cancel a Secondary Card, telephone the toll-free number on the back of your Card or **1-323-202-2313** and you must follow-up not later than 10 business days with the written notification to revoke (cancel) permission for any person you previously authorized to use your Card. Until we have received your notice of such a revocation (cancellation) and have had a reasonable time to act upon the written notification of cancellation, you are responsible for all transactions and fees incurred by you or any other person you have authorized. If you tell us to revoke (cancel) a Secondary Card, we may revoke (cancel) your Card and issue a new Card with a different Card Number and/or Account Number. You are wholly responsible for the use of each Card according to the terms of this Agreement, subject to the Section labeled "Lost or Stolen Cards/Unauthorized Transfers" below, and other applicable laws.

5. Card Account Use and Purpose. Subject to the limitations set forth in this Agreement, you may use your Card, Card Number, or Account Number, as applicable, to (1) add funds to your Card Account (as described in the Section below titled "Adding Funds to Your Card Account"), (2) transfer funds between Card Accounts, (3) purchase goods or services wherever your Card is honored as long as you do not exceed the value available in your Card Account or the Daily Purchase Limit (as defined in the table below), and (4) withdraw cash from your Card Account (as described in the Section below titled "Using Your Card to Get Cash.". There may be fees associated with some of these transactions. For fee information, see the "Schedule of Fees and Charges (Schedule A)" attached to this Agreement. You agree not to use your Card for illegal gambling or any other illegal purpose.

You will be provided with our routing number and assigned a **12**-digit Account Number once your identity has been verified. Our routing number and your assigned Account Number are for the purpose of initiating direct deposits to your Card Account and authorized automated clearinghouse ("ACH") debit transactions only. The 16-digit Card Number embossed or printed on your Card should not be used for these types of transactions or they will be rejected. You are not authorized to use our routing number and Account Number if you do not have sufficient funds in your Card Account or to make a debit transaction with a paper check, check-by-phone or other item processed as a check except for Prefunded Check Transactions authorized by this Agreement. These debits will be declined, and your payment will not be processed. You also may be assessed an ACH Decline Fee (see the "Schedule of Fees and Charges (Schedule A)" attached to this Agreement).

6. Limitations on Frequency and Dollar Amounts of Transactions. The total amount of purchases that you can perform in any single day is limited to the Daily Purchase Limit and the total amount of cash withdrawals (including withdrawals from a teller inside a bank office) that you can perform in any single day is limited to the Daily Withdrawal Limit (as defined in the table below). The maximum aggregate value of your Card Account(s) may not exceed $**20,000** at any time. The maximum value will be determined by aggregating the activity and value of all Card Accounts you may have with the Program. For security reasons, we may further limit the number or dollar amount of transactions you can make with your Card. The following grid is provided in order to highlight the frequency and limitations of cardholder transactions in a single day or additional time frame if warranted:

Transaction/load type	**Maximum amount per day**
Maximum balance on the card	**$20,000.00** (includes all cash and direct deposit loads and any Secondary card account balances)
Maximum balance on Secondary card(s)	**Up to a maximum of $5,000.00** per day per Secondary card account; up to four Secondary cards. Primary and Secondary card accounts have an aggregate limit of $20,000.
Withdrawals	**$920.00** per day (includes all bank teller, ATM and cash back from POS purchases)
Cash withdrawal (ATM)	**$920.00** per day
Cash withdrawal (bank teller)	**$920.00** per day
Purchases (POS)	**$5,000.00** per day (the "Daily Purchase Limit")
Send money	**$10,000.00** per day (includes all cash and direct deposit loads)
Value loads	Any combination of the load types listed below to not exceed the maximum balance of **$10,000.00** per day
Direct deposits	**$10,000.00** per day
Cash deposits	**$10,000.00** per day
Card-to-card transfers	**$5,000.00** per day
ACH deposits (bank-to-card transfers)	**$10,000.00** per day (includes all cash and direct deposit loads)

7. Personal Identification Number ("PIN"). When you activate your Physical Card and after your identity has been verified, we will give you a PIN that you may use with your Physical Card. Only one 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. You should not write or keep your PIN with your Card. If you believe that anyone has gained unauthorized access to your PIN, you should immediately call the number on the back of your Card, **1-323-202-2313**, or send notice through **www.kinesis.money**, or write to the **Program Manager at PAL Card Minnesota, LLC, c/o Unified Signal, Inc. – Kinesis, 5400 Carillion Point, Building 5000, 4th Floor Kirkland, WA 98033**.

8. Adding Funds to Your Card Account. You may add funds to your Card (called "value loading" or "loading") at any time. The maximum load amount is **$10,000.00.** Note: Some reload locations may have additional limits on the minimum amount you may load to your Card. The maximum aggregate value of funds in your Card Account(s) may not exceed **$20,000.00** at any time. You agree to present the Card and meet identification requirements to complete value load transactions as may be required from time to time. Load locations may have their own load limits that may be less than our allowable amount. Load locations also may assess a fee to load funds to your Card Account. You also may direct deposit funds to your Card Account by providing our routing number and your assigned Account Number to your employer or other direct deposit payor (as described in the Section above titled "Card Account Use and Purpose"). You cannot load your Card Account by check or money order.

9. Using Your Card to Get Cash. With a PIN, you may use your Card to (i) obtain cash or check your balance at any Automated Teller Machine ("ATM") that bears the Visa® or **Maestro** ® brand, or (ii) obtain cash at merchants or banks that have agreed to provide cash back at POS terminals bearing the Visa® or **Maestro** ® brand. All ATM transactions are treated as cash withdrawal transactions. The maximum amount of cash you may withdraw at an ATM on a daily basis is **$920.00** as described in the Section above titled "Limitations on Frequency and Dollar Amounts of

Transactions." We may limit the amount of any individual ATM withdrawal, and merchants, banks and ATM operators may impose additional withdrawal limits. You will be charged a fee by us for each cash withdrawal and balance inquiry made at an ATM or cash withdrawal obtained through a bank teller, in the amount disclosed in the accompanying "Schedule of Fees and Charges (Schedule A)." In addition, when you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer).

10. Split Transactions. If you do not have enough value loaded on your Card you can instruct the merchant to charge a part of the purchase to the Card and pay the remaining amount with cash or another card. These are called "split transactions." Some merchants do not allow cardholders to conduct split transactions. Some merchants will only allow you to do a split transaction if you pay the remaining amount in cash. If you fail to inform the merchant that you would like to complete a split transaction before swiping your Card, your Card is likely to be declined.

11. Transactions Using Your Card Number. If you initiate a transaction without presenting your Card (such as for a mail order, internet or telephone purchase, a Prefunded Check purchase or an ACH debit purchase), the legal effect will be the same as if you used the Card itself.

12. Your Obligation for Negative Balance Transactions. Each time you initiate a Card transaction, you authorize us to reduce the funds available in your Card Account by the amount of the transaction and all associated fees. You are not allowed to exceed the available amount in your Card Account through an individual transaction or a series of transactions (creating a "negative balance"). Nevertheless, if any transactions cause the balance in your Card Account to go negative, including any purchase transactions where the retailer or merchant does not request authorization, you shall remain fully liable to us for the amount of any negative balance and any corresponding transaction fees. You may also be liable for any related Insufficient Funds/NSF Fee(s) as set forth in the accompanying "Schedule of Fees and Charges (Schedule A)." We reserve the right to bill you for any negative balance or to recoup such negative balance from any other Card we have issued to you. You agree to pay us promptly for the negative balance and any related fees. We also reserve the right to cancel your Card if you create one or more negative balances with your Card.

13. Business Days. Our business days are Monday through Friday, excluding federal and legal banking holidays in the State of New York, from 9:00AM to 5:00PM ET.

14. Authorization Holds. You do not have the right to stop payment on any purchase transaction originated by use of your Card, other than a Recurring Transaction as described in the Section below titled "Recurring Transactions." When you use your Card to pay for goods or services, certain merchants may ask us to authorize the transaction in advance and the merchant may estimate its final value. When you use your Card to obtain cash at an ATM or from a bank teller, we will authorize the transaction in advance (including all applicable fees). When we authorize a purchase transaction, we commit to make the requested funds available when the transaction finally settles, and we will place a temporary hold on your Card's funds for the amount indicated by the merchant. 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. Car rentals, hotels and other service-oriented merchants may choose to factor in additional amounts upon check-in, and it may take up to 60 days after your stay or your rental to have any excess amounts held by the hotel or rental company added back to your available balance. Similarly, some gas stations may factor in additional amounts to cover potential filling of the tank; if you want to avoid such a hold, you may want to pay inside the gas station, instead of paying at the pump. Until the transaction finally settles, the funds subject to the hold will not be available to you for other purposes. We will only charge your Card for the correct amount of the final transaction, and we will release any excess amount when the transaction finally settles.

When you use your Card at certain restaurants and service-oriented merchants, there may be an additional 20% (or more) added to the authorization to cover any tip you may leave on the purchase. If this occurs, and your total bill, after adding in the additional 20% (or more), exceeds the amount available on your Card, your transactions may be declined. Accordingly, you should ensure that your Card has an available balance that is 20% (or more) greater than your total bill before using your Card.

15. Recurring Transactions. If you intend to use your Card for recurring transactions, you should monitor your balance and ensure you have funds available in your Card Account to cover the transactions. "Recurring transactions" are transactions that are authorized in advance by you to be charged to your Card at substantially regular intervals.

We are not responsible if a recurring transaction is declined because you have not maintained a sufficient balance in your Card Account to cover the recurring transaction. If these recurring transactions may vary in amount, the person you are going to pay should 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.) ***If your Card was obtained through your employer or you receive electronic deposits of federal payments to your Card:*** If you have told us in advance to make regular payments (i.e., recurring transactions) from your Card Account, you can stop the payment by calling the number on the back of your Card, **1-323-202-2313**, or by sending notice through **www.kinesis.money** or by mailing notice to **PAL Card Minnesota, LLC, c/o Unified Signal, Inc. – Kinesis, 5400 Carillion Point, Building 5000, 4th Floor Kirkland, WA 98033** at least three business days before the scheduled date of the transfer. If you call, we also may require you to put your request in writing and get it to us within 14 days after you call. If you order us to stop one of these payments three business days or more before the transfer is scheduled, and we do not do so, we will be liable for your direct losses or damages. If you have authorized a merchant to make the recurring transaction, you also should contact the applicable merchant in order to stop the recurring transaction. We do not offer a bill pay service, therefore, if you have authorized a merchant to make the recurring transaction, you must always contact the applicable merchant in order to stop the recurring transaction.

16. 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 and you do not receive a receipt/statement (or paystub), you can call the number on the back of your Card or **1-323-202-2313** to find out whether or not the deposit was made.

17. 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 Account for such refunds. You are not entitled to a check refund unless your Card has been closed. The amounts credited to your Card for refunds may not be available for up to five days from the date the refund transaction occurs.

18. Card Cancellation and Suspension; Limits. We reserve the right, in our sole discretion, to limit your use of the Card, including limiting or prohibiting specific types of transactions. We may refuse to issue a Card, revoke Card privileges or cancel your Card with or without cause or notice, other than as required by applicable law. If you would like to cancel the use of your Card, you may do so by calling the number on the back of your Card or **1-323-202-2313.** You agree not to use or allow others to use an expired, revoked, canceled, suspended or otherwise invalid Card. Our cancellation of Card privileges will not otherwise affect your rights and obligations under this Agreement. If we cancel or suspend your Card privileges through no fault of yours, you will be entitled to a refund as provided below in the Section titled "Amendment and Cancellation." Not all services described in this Agreement are available to all persons or at all locations. We reserve the right to limit, at our sole discretion, the provision of any such services to any person or in any location. Any offer of a service in this Agreement shall be deemed void where prohibited. We can waive or delay enforcement of any of our rights under this Agreement without losing them.

19.International Transactions. Any transaction initiated on a Card in a currency or country other than the currency or country in which the Card was issued will be subject to a fee on the transaction (including credits and reversals) as set forth in the "Schedule of All Fees and Charges (Schedule A)" attached to this Agreement. This fee is in addition to the currency conversion rate. If you effect a transaction with your Prepaid Visa Card in a currency other than US Dollars, Visa will convert the charge into a US Dollar amount. The Visa currency conversion procedure includes use of either a government mandated exchange rate, or a wholesale exchange rate selected by Visa. The exchange rate Visa uses will be a rate in effect on the day the transaction is processed. This rate may differ from the rate in effect on the date of purchase or the date the transaction was posted to your account.

20. Receipts. You should get or request a receipt at the time you make a transaction or obtain cash using your Card. You agree to retain your receipts to verify your transactions. You can get a receipt at the time you make any transfer from your Card Account using one of our ATM terminals.

21. Obtaining Balance and Transaction Information for Your Card; Periodic Statements Alternative. You should keep track of the amount of funds available in your Card Account. You may obtain information about the amount of funds you have remaining in your Card Account by calling the number on the back of your Card. This information, along with a 12-month history of account transactions, is also available on-line through our customer self-service website shown on the back of the Card. You also have the right to obtain a 24-month written history of

account transactions by calling the number on the back of your Card or **1-323-202-2313**, or by visiting **www.kinesis.money**, or by writing to **PAL Card Minnesota, LLC, c/o Unified Signal, Inc. – Kinesis, 5400 Carillion Point, Building 5000, 4th Floor Kirkland, WA 98033**.

22. Confidentiality. We may disclose information to third parties about your Card or the transactions you make using your Card: (1) where it is necessary for completing transactions; (2) in order to verify the existence and condition of your Card for a third party, such as a merchant; (3) in order to comply with government agency, court order, or other legal reporting requirements; (4) if you give us your written permission; (5) to our and the Program Manager's employees, auditors, affiliates, service providers, or attorneys as needed; and (6) as otherwise provided in our Privacy Policy Notice below.

23. Our Liability for Failure to Complete Transactions. In no event will we or the Program Manager be liable for consequential damages (including lost profits), extraordinary damages, special or punitive damages. We will not be liable, for instance: (1) if, through no fault of ours or of the Program Manager, you do not have enough funds available in your Card Account to complete the transaction; (2) if a merchant refuses to accept your Card or provide cash back; (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 Access Code(s) ("Access Code" includes your user ID(s), password(s), PIN(s), and any other access code or credential related to your Card Account) 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 or the Program Manager have reason to believe the requested transaction is unauthorized; (8) if circumstances beyond our or the Program Manager's control (such as fire, flood or computer or communication failure) prevent the completion of the transaction, despite reasonable precautions that we or the Program Manager have taken; or (9) for any other exception stated in our Agreement with you.

24. In Case of Errors or Questions about your Card Account. If you think an error has occurred in your Card Account, promptly call the number on the back of your Card, **1-323-202-2313,** provide notice through **www.kinesis.money** or write to **PAL Card Minnesota, LLC, c/o Unified Signal, Inc. – Kinesis, 5400 Carillion Point, Building 5000, 4th Floor Kirkland, WA 98033**. We will allow you to report an error until 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 the number on the back of your Card or **1-323-202-2313**, or by visiting **www.kinesis.money**, or writing to the Program Manager at **PAL Card Minnesota, LLC, c/o Unified Signal, Inc. – Kinesis, 5400 Carillion Point, Building 5000, 4th Floor Kirkland, WA 98033**. You will need to tell us: (1) your name and Card Number; (2) why you believe there is an error, and the dollar amount involved, and (3) approximately when the error took place. If you tell us orally, we will require that you send your complaint or question in writing within 10 business days. We will determine whether an error occurred within 10 business days (five business days for Visa Point of Sale Signature unauthorized debit transactions, unless the dispute resolution team determines an exceptional basis exists, in which case Visa allows an additional five business days in which to provide the provisional credit) 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 Card within 10 business days (five business days for Visa Point-of Sale Signature unauthorized debit transactions, unless the dispute resolution team determines an exceptional basis exists, in which case Visa allows an additional five business days in which to provide the provisional credit) 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 10 business days, (five business days for Visa Point-of Sale Signature unauthorized debit transactions) we may not credit your Card Account. For errors involving new Card Accounts for which the initial deposit or value load occurred within the last 30 days, POS transactions, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new Card Accounts, we may take up to 20 business days to provisionally credit your Account for the amount you think is in error. We will tell you the results within three business days after completing the investigation. If we decide that there was no error, we will send you a written explanation and debit your Card Account for the amount of the provisional credit. You may ask for copies of the documents that we used in our investigation. If you need more information about our error-resolution procedures, call the Program Manager at the number on the back of your Card.

25. Lost or Stolen Cards/Unauthorized Transfers. If you believe your Card, Access Code(s), or PIN has been lost or stolen, call the number on the back of your Card, or **1-323-202-2313,** or send notice through **www.kinesis.money**, or write to the Program Manager at **PAL Card Minnesota, LLC, c/o Unified Signal, Inc. – Kinesis, 5400 Carillion Point, Building 5000, 4th Floor Kirkland, WA 98033**. You should also call **1-323-202-2313**, the number on the back of your Card or write to the address shown here if you believe an electronic transfer has been made using the information from your Card, Access Code(s), or PIN without your permission.

26. Your Liability for Unauthorized Transfers. You agree to exercise reasonable control over the information related to your Card Account, including your Card, Access Code(s) and PIN. Tell us AT ONCE if you believe your Card, Access Code(s), or PIN has been lost or stolen. Also, if your transaction history shows transfers that you did not make, including those made with your Card, Card Number or Account Number, or you believe an electronic transfer has been made without your permission, tell us at once. The best way to keep your losses down is by calling the toll-free number on the back of your Card or **1-323-202-2313**. You could lose all of the money in your Card Account**.** If you tell us within two business days after you learn of the loss or theft of your Card, you can lose no more than $50.00 if someone used your Card without your permission. If you do NOT tell us within two 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 told us, you could lose as much as $500.00. If you do not tell us within 60 days after the earlier of the date you electronically access your Card Account or the date we sent the FIRST written history on which the error 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.

Visa's Zero Liability Policy. In addition to the limitations on liability described above, you will not be liable for unauthorized use that occurs after you notify us of the loss, theft or unauthorized use of your Card, Access Code(s), or PIN. You also agree to cooperate completely with us in attempts to recover funds from unauthorized users and to assist in their prosecution. We may issue replacement Card(s), Access Code(s), and PIN(s), but only after you have provided such proof and security or indemnification as we may require. In addition, you acknowledge that we may have to deactivate your Card(s) and/or Card Account to prevent future losses. If you share your Card(s), Access Code(s), or PIN with another person, use of your Card Account by that person may be considered as authorized. If you authorize another person to use your Card, Access Code(s), or PIN, you agree that you will be liable for all transactions arising from use of the Card, Access Code(s), or PIN by such person except as otherwise set forth in this Agreement. In all cases, our liability for an unauthorized transaction is limited to reimbursing you for the face amount of the unauthorized transaction and any corresponding fees, except as otherwise required by applicable law. A transaction is unauthorized if it is not initiated by you, you did not give permission to make the transaction and you do not benefit from the transaction in any way. **Visa's Zero Liability policy covers U.S.–issued cards only and does not apply to ATM transactions outside the Visa and PLUS networks, PIN transactions not processed by Visa, or certain commercial card transactions. Cardholder must notify us promptly of any unauthorized use.**

27. 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 any time. Except as set forth in the Arbitration Provision, if any provision of this Agreement is determined to be invalid or unenforceable under any rule, law, or regulation of any governmental agency, whether local, state, or federal, the validity or enforceability of any other provision of this Agreement shall not be affected. This Agreement shall be governed by the law of the State of New York except to the extent preempted or governed by federal law.

28. Amendment and Cancellation. We may amend or change the terms and conditions of this Agreement at any time. We will not apply any amendments to changes to the Arbitration Provision to any arbitration that is pending at the time of the amendment or change. You will be notified of any change in the manner provided by applicable law before the effective date of the change. However, if the change is made for security purposes, we may implement such change without prior notice. We may cancel or suspend your Card or this Agreement at any time. You also may cancel this Agreement by calling the number on the back of your Card or **1-323-202-2313.** If you cancel your Card, you may zero out your Card Account balance before closing your Card Account or request that we send you a check in the amount of your Card Account balance when you close your Card Account, which we will do for a fee as set forth in the "Schedule of Fees and Charges (Schedule A)" attached to this Agreement. If your Card is canceled by us when your Card Account has a balance, we will send you a check in the amount of your Card Account balance for no charge.

In all events, any check we send will be sent to the address we have for you in our records. Your termination of this Agreement will not affect any of our rights or your obligations arising under this Agreement before termination.

29. Telephone Monitoring/Recording; Calls and Messages to Mobile Phones. From time to time we may monitor and/or record telephone calls between you and us to assure the quality of our customer service or as required by applicable law. We may use automated telephone dialing and electronic mail to provide communications and to contact you about transactions and other important information regarding this Agreement or your relationship with us. Telephone messages may be played by a machine automatically when the telephone is answered whether answered by you, someone else or a voicemail or answering machine. You authorize us to call any telephone number you have given us or you give to us in the future and to play prerecorded messages with information about the Agreement over the phone. You also give us permission to communicate such information to you by e-mail. You understand that, when you receive such calls or e-mails, you may incur a charge from the company that provides you with telecommunications, wireless and/or internet services. You agree that we will not be liable to you for any fees, inconvenience, annoyance, or loss of privacy in connection with such calls or e-mails. You understand that anyone with access to your telephone, answering machine or email account may listen to or read the messages, notwithstanding our efforts to communicate only with you. This authorization is part of our bargain concerning your use of the prepaid card subject to this Agreement and we do not intend it to be revocable. However, to the extent we are required by applicable law to allow you to revoke your consent to these automatic reminders, you may do so by contacting us at **1-323-202-2313 or by visiting www.kinesis.money, or by writing to PAL Card Minnesota, LLC, c/o Unified Signal, Inc. – Kinesis, 5400 Carillion Point, Building 5000, 4th Floor Kirkland, WA 98033.**

30. No Warranty Regarding Goods and Services. We are not responsible for the quality, safety, legality, or any other aspect of any goods or services you purchase with your Card.

31. Arbitration Provision. This Arbitration Provision sets forth the circumstances and procedures under which claims (as defined below) shall be arbitrated instead of litigated in court upon the election of either party. *You may reject this Arbitration Provision* by sending us a written notice which gives your name, address, email address, and each Card number with a statement that you reject the Arbitration Provision. The rejection notice must be sent by certified mail, return receipt requested, to **PAL Card Minnesota, LLC, c/o Unified Signal, Inc. – Kinesis, 5400 Carillion Point, Building 5000, 4th Floor Kirkland, WA 98033**, Attn: Arbitration Rejection Notice. A rejection notice must be signed by you and received by us within 45 days after the date you receive the first Card issued under this Agreement. Rejection of arbitration will not affect any other term of this Agreement.

(a) Definitions: As used in this Arbitration Provision, the term "Claim" means any claim, dispute or controversy between you and us, or between you and **PAL Card Minnesota, LLC, doing business as CashPass Network, with Distributor Agent, Unified Signal, Inc.-Kinesis** as Program Manager for the **Kinesis Visa® Prepaid Card** or any of its agents or retailers, arising from or relating to the Card or this Agreement as well as any related or prior agreement that you may have had with us or the relationships resulting from this Agreement or any of the foregoing. "Claim" includes claims of every kind and nature, including but not limited to initial claims, counterclaims, cross-claims and third-party claims, claims based upon contract, tort, fraud and other intentional torts, consumer rights, statutes, regulations, ordinances, common law and equity, and claims which arose before the date of this Agreement. The term "Claim" is to be given the broadest possible meaning that will be enforced and includes, by way of example and without limitation, any claim, dispute or controversy that arises from or relates to (i) your Card, or the Cards of any additional cardholders designated by you; (ii) the amount of available funds on the Cards; (iii) advertisements, promotions or oral or written statements related to the Cards, or goods or services purchased with the Cards; (iv) the benefits and services related to the Cards; (v) data breach or privacy claims arising from or relating directly or indirectly to our disclosure of any non-public personal information about you; (vi) collection of any debt and the manner of collection; and (vii) your enrollment for any Card. We shall not elect to use arbitration under the Arbitration Provision for any individual Claim that you properly file and pursue in a small claims court of your state or municipality so long as the Claim is individual and pending only in that court; any Claim that is appealed, transferred or removed from that court shall be subject to arbitration. Also, "Claim" does not include disputes about the validity, enforceability, coverage, or scope of this Arbitration Provision or any part thereof; all such disputes are for a court and not an arbitrator to decide. Notwithstanding the foregoing, the term "Claim" includes any dispute about the validity or enforceability of this Agreement as a whole; any such Claim is for the arbitrator, not a court, to decide. Even if all parties have opted to litigate a Claim in court, you or we may elect arbitration with respect to any Claim made by a new party or any Claim later asserted by a party in that or any related or unrelated lawsuit (including a Claim initially asserted on an individual basis but modified to be asserted on a class, representative or multi-party

basis). Nothing in that litigation shall constitute a waiver of any rights under this Arbitration Provision. As solely used in this Arbitration Provision, the terms "we" and "us" shall for all purposes mean the Bank, the Program Manager, wholly or majority owned subsidiaries, affiliates, licensees, predecessors, successors, and assigns; and all of their agents, employees, directors and representatives. In addition, "we" or "us" shall include any third party using or providing any product, service or benefit in connection with any Cards (including, but not limited to merchants who accept the Card, third parties who use or provide services, debt collectors and all of their agents, employees, directors and representatives) if, and only if, such third party is named as a co-party with us (or files a Claim with or against us) in connection with a Claim asserted by you. As solely used in this Arbitration Provision, the terms "you" or "yours" shall mean all persons or entities approved by us to have and/or use a Card, including but not limited to all persons or entities contractually obligated under any of the Agreements and all additional cardholders.

(b) Initiation of Arbitration Proceeding/Selection of Administrator: Any Claim shall be resolved, upon the election by you or us, by arbitration pursuant to this Arbitration Provision and the code of procedures of the national arbitration organization to which the Claim is referred in effect at the time the Claim is filed. Claims shall be referred to either Judicial Arbitration and Mediation Services ("JAMS") or the American Arbitration Association ("AAA"), as selected by the party electing to use arbitration. If a selection by us of one of these organizations is unacceptable to you, you shall have the right within thirty (30) days after you receive notice of our election to select the other organization listed to serve as arbitrator administrator. For a copy of the procedures, to file a Claim or for other information about these organizations, contact them as follows: (i) JAMS at 1920 Main Street, Suite 300, Los Angeles, CA 92614; website at www.jamsadr.com; and (ii) AAA at 120 Broadway, Floor 21, New York, NY 10271; website at www.adr.org. If both JAMS and the AAA are unable to serve as administrator and we cannot agree on a replacement, a court with jurisdiction will appoint the administrator or arbitrator.

(c) Significance of Arbitration: IF ARBITRATION IS CHOSEN BY ANY PARTY WITH RESPECT TO A CLAIM, NEITHER YOU NOR WE WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM IN COURT OR HAVE A JURY TRIAL ON THAT CLAIM, OR TO ENGAGE IN DISCOVERY EXCEPT AS PROVIDED FOR IN THE CODE OF PROCEDURES OF JAMS OR AAA, AS APPLICABLE (THE "CODE"). FURTHER, NEITHER YOU NOR WE WILL HAVE THE RIGHT TO PARTICIPATE IN A REPRESENTATIVE CAPACITY OR AS A MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION. THE ARBITRATOR SHALL NOT CONDUCT A CLASS, PRIVATE ATTORNEY GENERAL OR OTHER REPRESENTATIVE ARBITRATION. THE ARBITRATOR SHALL NOT JOIN OR CONSOLIDATE CLAIMS EXCEPT AS SET FORTH BELOW. THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING. NOTE THAT OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT ALSO MAY NOT BE AVAILABLE IN ARBITRATION.

(d) Restrictions on Arbitration: If either party elects to resolve a Claim by arbitration, that Claim shall be arbitrated on an individual basis. There shall be no right or authority for any Claims to be arbitrated on a class action or private attorney general basis or on bases involving Claims brought in a purported representative capacity on behalf of the general public, other Cardholders or other persons similarly situated. The arbitrator's authority to resolve Claims is limited to Claims between you and us alone, and the arbitrator's authority to make awards is limited to you and us alone. Furthermore, Claims brought by you against us or by us against you may not be joined or consolidated in arbitration with Claims brought by or against someone other than you, unless otherwise agreed to in writing by all parties. This section of this Arbitration Provision is the "Class Action Waiver." (Special procedures apply to Claims that seek public injunctive relief, as set forth below).

(e) Location of Arbitration/Payment of Fees: Any arbitration hearing that you attend shall take place in the federal judicial district of your residence. At your written request, we will consider in good faith making a temporary advance of all or part of the filing, administrative and/or hearing fees for any individual Claim you initiate as to which you or we seek arbitration. At the conclusion of the arbitration (or any appeal thereof), the arbitrator (or panel) will decide who will ultimately be responsible for paying the filing, administrative and/or hearing fees in connection with the arbitration (or appeal). If and to the extent you incur filing, administrative and/or hearing fees in arbitration, including for any appeal, exceeding the amount they would have been if the Claim had been brought in the state or federal court which is closest to your billing address and would have had jurisdiction over the Claim, we will reimburse you to that extent unless the arbitrator (or panel) determines that the fees were incurred without any substantial justification.

(f) Arbitration Procedures: This Arbitration Provision is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C. Sections 1-16, as it may be amended (the "FAA"). The arbitration shall be governed by the applicable Code, except that this Arbitration Provision shall control if it is inconsistent with the applicable Code or with other provisions of this Agreement. The arbitrator will be selected

under the administrator's rules, except that the arbitrator must be a lawyer with experience in the subject matter of the Claim or a retired judge, unless you and we agree otherwise in writing.

The arbitrator shall apply the applicable substantive law, consistent with the FAA, that would apply if an individual matter had been brought in court. The arbitrator may award any damages or other relief of remedies that would apply under applicable law to an individual action brought in court, including, without limitation, punitive damages (which shall be governed by the Constitutional standards employed by the courts) and injunctive, equitable, and declaratory relief (but only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim). The arbitrator will have the authority to award fees and costs of attorneys, witnesses and experts to the extent permitted by the administrator's rules or applicable law. The arbitrator shall apply applicable statutes of limitations and shall honor claims of privilege recognized at law and, at the timely request of either party, shall provide a brief written explanation of the basis for the decision. In conducting the arbitration proceeding, the arbitrator shall not apply the Federal or any state rules of civil procedure or rules of evidence. Either party may submit a request to the arbitrator to expand the scope of discovery allowable under the applicable Code. The party submitting such a request must provide a copy to the other party, who may submit objections to the arbitrator with a copy of the objections provided to the request party, within 15 days of receiving the requesting party's notice. The granting or denial of such request will be in the sole discretion of the arbitrator who shall notify the parties of his/her decision within 20 days of the objecting party's submission. The arbitrator shall take reasonable steps to preserve the privacy of individuals, and of business matters. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The arbitrator's decision will be final and binding, except for any right of appeal provided by the FAA. However, if the amount in controversy exceeds, $50,000, any party can appeal that award to a three-arbitrator panel administered by the same arbitration organization, which shall consider anew any aspect of the initial award objected to by the appealing party. The appealing party shall have 30 days from the date of entry of the written arbitration award to notify the arbitration organization that it is exercising the right of appeal. The appeal shall be filed with the arbitration organization in the form of a dated writing. The arbitration organization will then notify the other party that the award has been appealed. The arbitration organization will appoint a three-arbitrator panel which will conduct arbitration pursuant to its Code and issue its decision within 120 days of the date of the appellant's written notice. The decision of the panel shall be by majority vote and shall be final and binding except for any appeal rights under the FAA.

(g) No Preclusive Effect: No arbitration award involving the parties will have any preclusive effect as to issues or claims in any dispute involving anyone who is not a party to the arbitration, nor will an arbitration award in prior disputes involving other parties have preclusive effect in an arbitration between the parties to this Arbitration Provision.

(h) Continuation and Severance: This Arbitration Provision shall survive cancellation, suspension, revocation or termination of your Card or this Agreement as well as voluntary payment of the debt in full by you, any legal proceeding by us to collect a debt owed by you, and any bankruptcy by you or us. If any portion of this Arbitration Provision is held to be invalid or unenforceable, it shall not invalidate the remaining portions of this Arbitration Provision, the Agreement or any prior agreement you may have had with us, each of which shall be enforceable regardless of such invalidity except that: (A) If the Class Action Waiver is declared unenforceable in a proceeding between you and us with respect to a Claim that does not seek public injunctive relief, and that determination becomes final after all appeals have been exhausted, this entire Arbitration Provision (except for this sentence) shall be null and void in such proceeding; and (B) If a claim is brought seeking public injunctive relief and a court determines that the restrictions in the Class Action Waiver and/or elsewhere in this Arbitration Provision prohibiting the arbitrator from awarding relief on behalf of third parties are unenforceable with respect to such Claim, and that determination becomes final after all appeals have been exhausted, the Claim for public injunctive relief will be determined in court and any individual Claims seeking monetary relief will be arbitrated. In such a case the parties will request that the court stay the Claim for public injunctive relief until the arbitration award pertaining to individual relief has been entered in court. In no event will a Claim for class-wide or public injunctive relief be arbitrated.

32. Prefunded Check Transactions ("Check Terms"). Prefunded check transaction feature is not permitted in this program.

33. Delivery of Electronic Communications. The following E-Communication Disclosure ("**Disclosure**") applies to any and all communications or disclosures that we are legally required to provide to you in writing in connection with your Card Account and any related products and services ("**Communications**"), to the extent you have consented to receiving such Communications electronically and failure to consent will result in a declined application for a **Kinesis Visa® Prepaid Card** Prepaid Visa Card, except as provided below.

Scope of Communications to Be Provided in Electronic Form. When you use a product or service to which this Disclosure applies, you agree that we may provide you with any Communications in electronic format, and that we may discontinue sending paper Communications to you, unless and until you withdraw your consent as described below. Your consent to receive electronic Communications includes, but is not limited to:

- All legal and regulatory disclosures and communications associated with your Card Account and any related products or services
- Your Cardholder Agreement and any notices about a change in terms of your Cardholder Agreement
- Privacy policies and notices
- Error resolution policies and notices
- Responses to claims filed in connection with your Card Account
- Notices regarding insufficient funds or negative balances

Method of Providing Communications to You in Electronic Form. All Communications that we provide to you in electronic form will be provided either (1) by access to a web site that we will designate in an e-mail notice we send to you at the time the information is available, or (2) by posting such Communications at **www.kinesis.money**.

How to Withdraw Consent. You may withdraw your consent to receive Communications in electronic form at any time by calling the number on the back of your Card, **1-323-202-2313** or by visiting **www.kinesis.money**, or by writing to the Program Manager at **PAL Card Minnesota, LLC, c/o Unified Signal, Inc. – Kinesis, 5400 Carillion Point, Building 5000, 4th Floor Kirkland, WA 98033**. If you do withdraw your consent, we will close your Card Account, except where prohibited by law. We will not impose any fee to process the withdrawal of your consent to receive electronic Communications. Any withdrawal of your consent to receive electronic Communications will be effective only after we have a reasonable period of time to process your request for withdrawal. In the meantime, you will continue to receive Communications in electronic form. If you withdraw your consent, the legal validity and enforceability of prior Communications delivered in electronic form will not be affected.

How to Update Your Records. It is your responsibility to provide us with your true, accurate and complete e-mail address (if you have elected to receive e-mail messages from us), your contact information, and other information related to this Disclosure and your Card Account, and to maintain and update promptly any changes in this information. You can update information (such as your e-mail address) through **www.kinesis.money** or by calling the number on the back of your Card or **1-323-202-2313**.

Hardware and Software Requirements. In order to access, view, and retain Communications that we make available to you electronically, you must have:

- An Internet browser that supports **128-**bit encryption
- Microsoft Internet Explorer **5.5** or above, or the equivalent software
- Sufficient electronic storage capacity on your computer's hard drive or other data storage unit
- An e-mail account with an Internet service provider and e-mail software
- A personal computer (**1.5** GHz Base or higher), operating system and telecommunications connections to the Internet capable of receiving, accessing, displaying, and either printing or storing Communications received from us in via a plain text-formatted e-mail or by access to our web site using browser specified above or equivalent software.
- Adobe Reader version **9.0** or higher

***Requesting Paper Copies*.** We will not send you a paper copy of any Communication, unless you request it or we otherwise deem it appropriate to do so. You can obtain a paper copy of an electronic Communication by printing it yourself or by requesting that we mail you a paper copy, provided that such request is made within a reasonable time after we first provided the electronic Communication to you. To request a paper copy, call the number on the back of your Card, **1-323-202-2313**, or visit **www.kinesis.money**, or write to the Program Manager at **PAL Card Minnesota, LLC, c/o Unified Signal, Inc. – Kinesis, 5400 Carillion Point, Building 5000, 4th Floor Kirkland, WA 98033.**

Termination/Changes. We reserve the right, in our sole discretion, to discontinue the provision of your electronic Communications, or to terminate or change the terms and conditions on which we provide electronic Communications. We will provide you with notice of any such termination or change as required by law.

Rev. 11/2020

Metropolitan Commercial Bank
The Entrepreneurial Bank

FACTS	WHAT DOES METROPOLITAN COMMERCIAL BANK DO WITH YOUR PERSONAL INFORMATION?

Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: ▪ Social Security number ▪ Account balances ▪ Transaction history ▪ Account transactions ▪ Checking account information ▪ Wire transfer instructions When you are *no longer* our customer, we continue to share your information as described in this notice.
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Metropolitan Commercial Bank chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Metropolitan Commercial Bank share?	Can you limit this sharing?
For our everyday business purposes – such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes – to offer our products and services to you	Yes	No
For joint marketing with other financial companies	Yes	No
For our affiliates' everyday business purposes – Information about your transactions and experiences	No	We don't share
For our affiliates' everyday business purposes – Information about your creditworthiness	No	We don't share
For nonaffiliates to market to you	No	We don't share

Questions?	Call 1-866-363-8226 or go to www.mcbankny.com

What we do	
How does Metropolitan Commercial Bank protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. We also maintain other physical, electronic and procedural safeguards to protect this information and we limit access to information to those employees for whom access is appropriate.
How does Metropolitan Commercial Bank collect my personal information?	We collect your personal information, for example, when you ▪ Open an account or give us your contact information ▪ Apply for financing or show your driver's license ▪ Provide account information We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only ▪ sharing for affiliates' everyday business purposes – information about your creditworthiness ▪ affiliates from using your information to market to you ▪ sharing for nonaffiliates to market to you State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.

Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. ▪ *Metropolitan Commercial Bank does not share with our affiliates.*
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. ▪ *Metropolitan Commercial Bank does not share with nonaffiliates so they can market to you.*
Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. ▪ *Our joint marketing partners include credit card account companies.*

Other important information

For Alaska, Illinois, Maryland, and North Dakota Customers. We will not share personal information with nonaffiliates either for them to market to you or for joint marketing without your authorization.

For California Customers. We will not share personal information with nonaffiliates either for them to market to you or for joint marketing without your authorization. We will also limit our sharing of personal information about you with our affiliates to comply with all California privacy laws that apply to us. Further, we may collect personally identifiable information about you through our website, including but not limited to your first and last name, home address, e-mail address, telephone number, or any other identifier that permits the physical or online contacting of a specific individual. If we change our privacy policy for our website, you will be notified as required by law.

For Massachusetts, Mississippi, and New Jersey Customers. We will not share personal information from deposit or share relationships with nonaffiliates either for them to market to you or for joint marketing without your authorization.

For Vermont Customers.

- We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you other than as permitted by Vermont law, unless you authorize us to make those disclosures.
- Additional information concerning our privacy policies can be found at www.mcbankny.com or call 1-866-363-8226.

Schedule A

SCHEDULE OF ALL FEES AND CHARGES FOR Kinesis Visa® Prepaid Card

State: All U.S. States

ALL FEES	AMOUNT	DETAILS
Get started		
Activate Card	$0.00	*No fee to activate card.*
Monthly usage		
Monthly fee	$0.00	*No monthly fee to use card.*
Add money		
Direct Deposit fee	$0.00	*No fee to load funds with direct deposit.*
Cash Load fee	$2.00	*Loading Cash Funds at a retail location. You may also be charged a fee by a third party [Locations may be found at https://secure-cashpass.pd.gpsrv.com/store-locator].*
Check Load fee	$2.00	*Loading Check Funds at a retail location. You may also be charged a fee by a third party [Locations may be found at https://secure-cashpass.pd.gpsrv.com/store-locator].*
POS Money Load (Third-Party) fee	$2.00	*Loading Funds with MoneyGram, Western Union, Visa ReadyLink or other 3rd-party service (i.e. PayPal, Venmo) You may also be charged a fee by the third-party [Locations may be found at https://apps.usa.visa.com/slocators/get-a-card.jsp?filter=readylink*
Spend money		
POS PIN Purchase Decline fee	$0.50	*PIN POS transaction declined.*
POS PIN Purchase fee	$1.00	*Using your PIN for a purchase. Signature transactions are no cost.*
Get cash		
ATM Withdrawal	$1.50	*Withdrawing cash from an ATM. You may also be charged a fee by the ATM operator, even if you do not complete a transaction.*
ATM Withdrawal Decline	$0.75	*ATM cash withdrawal declined. You may also be charged a fee by the ATM operator.*
POS Cash Advance fee	$2.00	*Withdrawing funds from a POS. Additional fees may be assessed by a bank or POS operator.*
POS Cash Advance Decline fee	$0.75	*Cash Advance declined. Additional fees may be assessed by a bank or POS operator.*
Information		
Customer Service	$0.00	*No fee to speak to live agent. No automated service. Self-service is available via the mobile wallet.*
Using your card outside the U.S.		
ATM Withdrawal International fee	$2.50	*Withdrawing cash from an ATM outside of the United States. You may also be charged a fee by the ATM operator, even if you do not complete a transaction.*
ATM Withdrawal International Decline fee	$0.75	*ATM cash withdrawal declined. You may also be charged a fee by the ATM operator.*
POS PIN Purchase International Decline fee	$1.50	*International PIN POS transaction declined.*
POS PIN Purchase International fee	$2.00 + Up to 3% total transaction amount	*Using your PIN for an international purchase; $2.00 Plus (+) up to 3% of the total transaction amount in addition to the currency exchange rate from Visa. Refer to Section 19. "International Transactions" of the Cardholder Agreement.*

POS (Signature) Purchase International fee (other types)	Up to 3% total transaction amount	*Using your signature only for a purchase; Plus (+) up to 3% of the total transaction amount in addition to the currency exchange rate from Visa. Refer to Section 19. "International Transactions" of the Cardholder Agreement.*
Other		
ATM Balance Inquiry	$0.75	*Checking your balance at an ATM. You may also be charged a fee by the ATM operator.*
ATM Balance Inquiry Decline	$0.75	*ATM Balance Inquiry declined. You may also be charged a fee by the ATM operator.*
Dormancy fee	$3.95	*$3.95 each month applies after 90 days with no completed transaction and until new activity occurs.*
Cards Shipping via Express Delivery	$15.00	*We will charge this fee if you request expedited shipping of a replacement Card.*
Reissue Card fee	$10.00	*We will charge this fee to replace a lost or stolen Card.*

Register your card for FDIC insurance eligibility and other protections. Your funds will be held at or transferred to Metropolitan Commercial Bank, an FDIC-insured institution. Once there, your funds are insured up to $250,000 by the FDIC in the event Metropolitan Commercial Bank fails, if specific deposit insurance requirements are met and your card is registered.
See fdic.gov/deposit/deposits/prepaid.html for details.

No overdraft/credit feature.

Contact **PAL Card Minnesota, LLC, doing business as CashPass Network, with Distributor Agent, Unified Signal, Inc.-Kinesis** by calling **1-323-202-2313**, by mail at **PAL Card Minnesota, LLC, c/o Unified Signal, Inc. – Kinesis, 5400 Carillion Point, Building 5000, 4th Floor Kirkland, WA 98033**, or visit ***www.kinesis.money*.**

For general information about prepaid accounts, visit cfpb.gov/prepaid.
If you have a complaint about a prepaid account, call the Consumer Financial Protection Bureau at 1-855-411-2372 or visit cfpb.gov/complaint.