Visa® or Mastercard® Corporate Purchasing Card Terms of Use

**CUSTOMER SERVICE CONTACT INFORMATION:**

**Address:** Cardholder Services, P.O. BOX 7235 SIOUX FALLS, SD 57117- 7235

**Website:** MyDashCard.com

**Phone Number:** 1-833-848-5768

## IMPORTANT NOTICES:

1. THIS CARD IS ESTABLISHED FOR BUSINESS OR COMMERCIAL PURPOSES, AND NOT INTENDED FOR ANY PERSONAL, FAMILY, OR HOUSEHOLD USE.
2. PLEASE READ CAREFULLY. THIS AGREEMENT CONTAINS AN ARBITRATION PROVISION REQUIRING ALL CLAIMS TO BE RESOLVED BY WAY OF BINDING ARBITRATION.
3. ANY FUNDS REMAINING AFTER EXPIRATION OF THIS CARD BELONG TO THE CORPORATE SPONSOR. FUNDS REMAINING AFTER EXPIRATION OF THIS CARD WILL NOT BELONG TO YOU OR BE AVAILABLE TO YOU FOR ADDITIONAL USE. YOU DO NOT HAVE RIGHTS TO THE FUNDS BEYOND THE AUTHORIZED USE PROVIDED FOR IN THIS AGREEMENT.
4. ALWAYS KNOW THE EXACT DOLLAR AMOUNT AVAILABLE IN THE CARD ACCOUNT. MERCHANTS MAY NOT HAVE ACCESS TO DETERMINE THE ACCOUNT BALANCE. TO FIND OUT WAYS YOU CAN FIND YOUR ACCOUNT BALANCE, CONTACT CUSTOMER SERVICE.
5. BY USING THE CARD, YOU AGREE TO THESE TERMS OF USE. IF YOU DO NOT AGREE TO THESE TERMS, CALL CUSTOMER SERVICE TO CLOSE THE CARD ACCOUNT.

These Terms of Use (“**Terms**”) sets forth the terms and conditions under which the Visa or Mastercard Corporate Purchasing Card (“**Card**”) has been issued by Pathward®, National Association. "**You**" and "**your**" means the person who has received and is authorized to use the Card from the Corporate Sponsor for business purposes as provided for in these Terms. "**We**," "**us**," and "**our**" mean collectively, Pathward, a federally chartered bank, member FDIC, and its divisions, successors, affiliates or assignees, and also includes, unless otherwise indicated, our Program Manager. “**Program Manager**” refers to Prepaid Technologies Company, Inc., d/b/a Dash Solutions, who performs certain services related to your Card on our behalf. “**Corporate Sponsor**” means the business entity funding the Card account who requested that the Card be issued and who owns and has the authority to place funds in the Card account. The Card is nontransferable, and it may be canceled, repossessed, or revoked at any time without prior notice subject to applicable law. Please read these Terms carefully and keep it for future reference.

# ABOUT THE CARD

The Card is a prepaid card, which allows you to access funds loaded to the Card account by the Corporate Sponsor. There is not an account established on your behalf in connection with the Card. This Card has been issued for business-related purposes such as making purchases for business-related travel or other expenses. You have no rights to the funds on the Card, except authorized use of the funds in accordance with these Terms and approval by the Corporate Sponsor. The funds belong to the Corporate Sponsor. You should treat the Card with the same care as you would treat cash. All use of the Card account or any Card may be subject to audit. In the event we believe a Card is used for consumer purposes, we may close your Card account and cancel all Cards. The Card does not constitute a checking or savings account and is not connected in any way to any other account you may have. The Card is not a gift card, nor is it intended to be used for gifting purposes. The Card is not a credit card. We may close the Card or refuse to process any transaction that we believe may violate these Terms or represents illegal or fraudulent activity. The funds in the Card account are held in a custodial account with us on your company’s behalf..

Pathward, N.A. will act as custodian of your funds upon its receipt of your funds. Once your Card is activated, you will be able to provide Pathward, as custodian, with instructions about the funds accessible through your Card. Activation or use of the Card authorizes us to hold your funds at Pathward or as custodian to place your funds at one or more participating FDIC-insured banks (each a “Program Bank”). If you do not agree to your funds being held by us at Pathward or placed by Pathward as custodian at other Program Banks, please immediately spend ***all*** the funds in your Account. The Card funds are not FDIC insured for your benefit.

**Fees associated with the Visa Corporate Purchasing Card / Mastercard Corporate Purchasing Card**

|  |  |  |
| --- | --- | --- |
| **Fee name** | **Amount** | **Details** |
| Signature Purchases | **$0** | Signature Purchase fee per transaction. |
| PIN Purchases | **$0** | PIN Purchase fee per transaction. |
| Lost/Stolen Replacement Card | **$5.00** | Per card fee for Lost/Stolen Replacement cards. |
| Expedited  Shipment of Card | **$15.00** | Optional fee to expedite the shipping of the card. |
| **Contact Customer Service by calling 1-833-848-5768, by mail at Cardholder Services, P.O. BOX 7235 SIOUX FALLS, SD 57117-7235, or visit MyDashCard.com.** | | |

# VERIFYING YOUR CARD

# Important information for opening a Card account: To help the federal government fight the funding of terrorism and money laundering activities, the USA PATRIOT Act requires all financial institutions and their third parties to obtain, verify, and record information that identifies each person who opens a Card.

# What this means for you: When you request a Card, we may ask for, or your Corporate Sponsor may provide us with, your name, street address, date of birth, and other information that will allow us to identify you. We may also ask to see a copy of your driver’s license or other documents at any time. You may be limited in use and features until you have been successfully verified.

# Eligibility and Activation: To be eligible to use and activate the Card, you represent and warrant to us that: (i) you are at least 18 years of age; (ii) the personal information provided to us is true, correct and complete; (iii) you have read this Agreement and agree to be bound by and comply with its terms.

# USING THE CARD

## Accessing Funds and Limitations

Your card’s program administrator has determined what types of purchases and what merchants are authorized under this program. Those merchant category codes (MCCs) are listed below.

1. 5542 Fuel Dispenser, Automated
2. 5045 MOTO
3. 5552 Electric Vehicle Charging
4. 7523 Automobile Parking Lots and Garages

The Card can only be funded by the Corporate Sponsor. Please see the “Limits” section below for load and balance limitations. Each load may be subject to a fee pursuant to the fee table. We will reject any loads that exceed the maximum balance allowed on the Card.

In no event may the Card account be used to conduct illegal transactions. For security reasons, we may limit the amount or number of transactions you can make with the Card. We may refuse to process any transaction that may violate these Terms. If there are not enough funds available in the Card account, you may be able to instruct the merchant to charge a part of the purchase to the Card and pay the remaining amount with another form of payment. These are called “split transactions.” Some merchants do not allow cardholders to split transactions or will only allow you to do a split transaction if you pay the remaining amount in cash.

## Limits

|  |  |
| --- | --- |
| **Load and Spend Limits\*** | |
| **Load Limitations** | **Limit** |
| Maximum Card balance at any time | $25,000.00 |
| Maximum amount of Corporate Sponsor loads | No more than $25,000.00 total per twenty-four (24) hours. |
| **Spend Limitations** | **Limit** |
| Maximum amount in Point of Sale Signature or Point of Sale PIN Transactions | No more than $25,000.00 total per twenty-four (24) hours. |
| \* Third parties may impose additional limitations. | |

## Authorization Holds

With certain types of purchases (such as those made at restaurants, hotels, or similar purchases), your Card may be “preauthorized” for an amount greater than the transaction amount to cover gratuity or incidental expenses. Any preauthorization amount will place a “hold” on the available funds until the merchant sends us the final payment amount of your purchase. Once the final payment amount is received, the preauthorization amount on hold will be removed. During this time, you will not have access to preauthorized amounts. 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.

## Receipts

You may be able to get a receipt at the time you make any transfer to or from your account using a point-of-sale terminal. You may need a receipt in order to verify a transaction with us, the Corporate Sponsor or the merchant.

# ADDITIONAL TERMS

## Personal Identification Number (“PIN”)

You may receive a Personalized Identification Number ("PIN") when activating your card or from the Corporate Sponsor.  You should not write or keep the PIN with the Card. Never share the PIN with anyone and do not enter the PIN into any terminal that appears to be modified or suspicious. If you believe that there has been unauthorized access to the PIN, you should advise us immediately, following the procedures in the section labeled “Unauthorized Transactions.”

## Returns and Refunds

If the Corporate Sponsor is entitled to a refund for any reason for goods or services purchased with the Card, the return and refund will be handled by the merchant. If the merchant credits the Card account, the credit may not be immediately available. While merchant refunds post as soon as they are received, please note that we have no control over when a merchant sends a credit transaction and the refund may not be available for a number of days after the date the refund transaction occurs. We are not responsible for the quality, safety, legality, or any other aspect of any goods or services you purchase with the Account.

## Authorized Users

If you allow another person to use the Card, you will be responsible under these Terms for all transactions made by that person, regardless of whether you intended to be responsible for all of them, as well as all associated fees and charges, even if any of those transactions, fees or charges caused your balance to go negative.

## Card Replacement and Expiration

To replace a lost, damaged, or stolen Card, you will need to contact Customer Service or the Corporate Sponsor. Fees apply. See Fee table provided. A Card will not be re-issued and the funds will not be made available to you upon expiration, unless authorized by the Corporate Sponsor.

## Communications

You agree that we may monitor and record any calls or other communications between us and you. You also agree that we or our service providers may contact you with any contact information you provide to us, including cellular and wireless phone numbers, landline numbers, and email addresses. You also agree that we or our service providers may contact you by using an automated dialing or email system, by text, or artificial or recorded voice. You agree to pay any service charges assessed by your plan provider for communications we send or make to you or that you send or make to us.

# UNAUTHORIZED TRANSACTIONS

If you believe your Card has been lost or stolen or an unauthorized transaction has been made using the information from your Card without your permission, contact Customer Service or your Corporate Sponsor IMMEDIATELY. We will ask for the Card number and other identifying details. **We may not be able to assist you if you do not have the Card number.** We may not be able to assist you if you do not contact us within 60 days of the unauthorized transaction. We will charge a fee as noted in the fee table above (subject to applicable law) for any lost/stolen Card, which will be deducted from the balance on the Card. A reissued Card may take up to 30 days to process.

# NO WARRANTIES AND LIMITATION OF LIABILITY

The Corporate Sponsor is responsible for making funds available for your use with the Card. We have no obligation to you in the event the Corporate Sponsor delays in providing or fails to provide funds to fund the Card. If you have a dispute with the Corporate Sponsor about the amount of any loads or deductions from the Card balance, you agree to resolve that dispute solely with the Corporate Sponsor. We are not responsible for the quality, safety, legality, or any other aspect of any goods or services you purchase with the Card. Further, we will not be liable to you, the Corporate Sponsor, or any other person:

1. If, through no fault of ours, you do not have enough funds available in your Card account to complete the transaction;
2. If a merchant refuses to accept your Card;
3. If an electronic terminal where you are making a transaction does not operate properly, and you knew about the problem when you initiated the transaction;
4. If access to your Card has been blocked after you reported your Card lost or stolen;
5. If there is a hold or your funds are subject to legal process or other encumbrance restricting their use;
6. If we have reason to believe the requested transaction is unauthorized;
7. 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
8. For any other exception stated in our Terms.

# LEGAL NOTICES

## English Language Controls

Translations of these Terms that may have been provided are for your convenience only and may not accurately reflect the original English meaning. The meanings of terms, conditions, and representations herein are subject to definitions and interpretations in the English language.

## Account Closure

The Corporate Sponsor may close the Card at any time by contacting Customer Service. Card closure will not affect any of our rights or your or your Corporate Sponsor’s obligations arising under this Agreement prior to the request. We reserve the right to close the Card account should you complete or attempt to complete any of the prohibited actions in this Agreement. Closing the Card will not entitle you to any of the remaining funds.

## Assignability

You may not assign or transfer your Card or your obligations under these Terms. We may, however, transfer or assign our rights under these terms, including any balances in your Card account. If we assign our rights, you will get a notification from us.

## Other Terms

We do not waive our rights by delaying or failing to exercise them at any time (for example, assessing a fee less than described, or not all, for any reason does not waive our right to begin charging the fee as set forth in these Terms without notice). If any provision of these Terms 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 these Terms shall not be affected. This Agreement will be governed by the laws of the State of South Dakota (without regard to the laws regarding conflicts of laws) except to the extent governed by federal law. With the exception of disputes subject to the Arbitration Clause below, any disputes relating to this Agreement shall be subject to the exclusive jurisdiction and venue of the federal and state courts located in the state of South Dakota. Closing the Card will not entitle you to any of the remaining funds.

# LEGAL PROCESS

We will comply with any state or federal legal process, including, without limitation, any writ of attachment, adverse claim, execution, garnishment, tax levy, restraining order, subpoena or warrant we believe to be legally valid relating to you or your Card. You agree that we will honor valid legal process that is served personally, by mail, or by facsimile transmission. You agree that we will have no liability to you for honoring any such legal process. You also agree that you will be obligated to assert any claims of exemption you may have under state or federal law and that we will have no obligation to assert the same on your behalf except to the extent required under federal law. We will enforce our right of setoff and security interest against any of your Card accounts in order to reimburse us for any sums owed to us. We may refuse to permit withdrawals or transfers from your account until such legal process is satisfied or dismissed, even if such action results in insufficient funds to satisfy an obligation you may have incurred. You agree to release and indemnify, defend and hold us harmless from all actions, claims, liabilities, losses, costs and damages including, without limitation, attorneys’ fees, associated with our compliance with any legal process. When we receive an order instructing us to restrict access to funds in a Card account, we may remove the funds from the account and maintain them separately.

# PRIVACY

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

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

# JURY TRIAL WAIVER AND ARBITRATION

## Because you have a limited right to use of these funds, any dispute regarding loss of funds should be handled with the Corporate Sponsor. However, to the extent you pursue action or claim against us, you agree to the following clauses.

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

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

Prepaid card is issued by Pathward, National Association, Member FDIC, pursuant to a license from Visa. U.S.A. Inc

Prepaid card is issued by Pathward, National Association, Member FDIC, pursuant to a licence by Mastercard International Incorporated.

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