**Fees associated with the Mastercard® Prepaid Payment Card**

**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. 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.
4. 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.

**Mastercard Prepaid Payment Card Cardholder Agreement**

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| **All fees** | **Amount** | **Details** |
| Signature Purchases | **$0** | Signature Purchase fee per transaction. |
| PIN Purchases | **$0** | PIN Purchase fee per transaction. |
| ATM withdrawal (in-network) | **$0** | “No fee charged. “In-network” refers to the surcharge free ATM Network. Includes ATM Cash Withdrawal at any ATM in the surcharge free ATM Network. Locations can be found at www.dashsolutions.com/cardholder. |
| ATM withdrawal (out-of-network) | **$3.00** | This is our fee. You may also be charged a fee by the ATM operator, even if you do not complete a transaction. |
| Over the counter cash withdrawal at a bank | **$5.00** | This is our fee. $5.00 per withdrawal at bank. |
| Domestic ATM balance inquiry | **$0.50** | This is our fee. The fee applies to all domestic ATM balance inquiry transactions. You may also be charged a fee by the ATM owner. |
| Domestic ATM decline | **$0.50** | This is our fee. The fee applies to all domestic ATM decline transactions. You may also be charged a fee by the ATM owner. |
| Funds Transfer (other than via Cardless Cash Access at ATM) | **The lessor of 1.00% of transfer amount or $10.00** | Customer service line, including balance inquiries and other self-service features. |
| Funds Transfer via Cardless Cash Access at ATM  | **$3.50** | This is our fee. Fee assessed if funds are transferred via Cardless Cash Access at ATM. |
| Foreign Transaction Fee | **$0.50 per transaction plus 1% surcharge** | $0.50 per transaction plus 1% surcharge of the U.S. dollar amount of each transaction. Fee for International Purchases. |
| International ATM Withdrawal | **$3.50** | ATM Cash withdrawal outside the U.S. This is our fee. You may also be charged a fee by the ATM operator even if you do not complete a transaction. |
| International ATM balance inquiry | **$0.50** | This is our fee. You may also be charged a fee by the ATM operator. |
| International ATM Decline | **$1.75** | This is our fee. You may also be charged a fee by the ATM operator. |
| Inactivity fee | **$3.00** | Fee assessed monthly after 365 days of no value loads or transactions.  |
| Lost/Stolen Replacement Card | **$5.00** | Per card fee for Lost/Stolen Replacement cards. One card at no fee then $5 each additional card.  |
| Expedited Shipment of Card | **$14.50** | Optional fee to expedite the shipping of the card. |

This Cardholder Agreement (“**Agreement**”) sets forth the terms and conditions under which the Mastercard Prepaid Payment Card has been issued. In this Agreement, "**Card**" means the Mastercard Prepaid Payment Card issued to you by Pathward®, National Association. "**You**" and "**your**" means the person, persons, or incorporated entity who has received and is authorized to use the Card for business purposes as provided for in this Agreement. "**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, 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 who 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 this Agreement carefully and keep it for future reference.

1. **ABOUT YOUR CARD**

Your Card is a prepaid card, which allows you to access funds loaded to the Card account. This Card has been issued for business-related purposes such as receiving payments from your Corporate Sponsor and spending the funds you earn for business use such as purchasing more product, paying business-related bills, or paying yourself or your employees (if applicable). In order to make personal, family, or household purchases, you can transfer or withdraw funds from your Card to a separate personal account. 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 this Agreement or represents illegal or fraudulent activity. .

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 Account. Activation 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”). Visit pathwardprogrambanks.com to find the most up-to-date list of Program Banks. 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 transfer or spend all the funds in your Card Account.

Your funds are eligible for deposit insurance up to the applicable limits by the Federal Deposit Insurance Corporation (“FDIC”). In the event the FDIC were to be appointed as a receiver for Pathward or a Program Bank, your funds, aggregated with any other funds you have on deposit at such institution, would be eligible to be insured up to $250,000 for each legal category of account ownership, subject to compliance with FDIC deposit insurance requirements. You are responsible for monitoring the total amount of all direct or indirect deposits held by you or for you with Pathward and the Program Banks for purposes of monitoring the amount of your funds eligible for coverage by FDIC insurance. To assist with calculating your FDIC deposit insurance coverage, the FDIC has an Electronic Deposit Insurance Estimator available at <https://edie.fdic.gov>. For more information, see also <https://www.fdic.gov/deposit/deposits/prepaid.html>.

1. **USING YOUR CARD**
	1. **Accessing Funds and Limitations**

You have arranged to have funds transferred directly to your Card from the Corporate Sponsor through Automated Clearing House (“ACH”) loads. This is the only load method for your Card account. Each time you use your Card, you authorize us to reduce the value available on your Card by the amount of the transaction and applicable fees. If you use your Card number without presenting your Card (such as for an internet transaction, a mail order or a telephone purchase), the legal effect will be the same as if you used the Card itself. You may use your Card to purchase or lease goods or services wherever your Card is honored as long as you do not exceed the value available in your Card account.

**Your Card can also be used to:**

1. pay bills directly by telephone from your Card account.

**You CANNOT use your Card to:** (i) exchange your Card for its cash value; (ii) perform any illegal transactions; (iii) use the bank routing number and account number to make a debit transaction with any item processed as a check (these debits will be declined and your payment will not be processed); or (iv) make regular transactions for personal, family, or household use. In addition, YOU ARE NOT PERMITTED TO EXCEED THE AVAILABLE AMOUNT IN YOUR CARD ACCOUNT THROUGH AN INDIVIDUAL TRANSACTION OR A SERIES OF TRANSACTIONS. Nevertheless, if a transaction exceeds the balance of the funds available in your Card account, you will remain fully liable to us for the amount of the transaction and agree to pay us promptly for the negative balance. If your Card has a negative balance, any deposits will be used to offset the negative balance. We may also use any deposit or balance on another Card you have with us to offset a negative balance on this Card.

**Split Transactions**: If you do not have enough funds available in your 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.

## b. Funds Transfers

## As permitted by this Card Account, you may have access to one or more of the Funds Transfer options on the website and/or within the mobile application made available to you through which you may obtain information, and otherwise manage, your Card account (the “Online Account Center” or “OAC”) to direct that funds be transferred from your Card account to an account you own or to a check payable to you. Please Note: Message and data charges may apply from your wireless service provider when using the OAC. Funds Transfers may be made via Direct to Debit Funds Transfer, Card to Account ACH Funds Transfer, Check Funds Transfer, via Cardless Cash Access at ATM or additional service(s)as described below (collectively, a “Funds Transfer”).

## Each time you make a Funds Transfer or request a check for a Check Funds Transfer, a Funds Transfer Fee as provided in the Long Form above will be charged. If you believe there has been an error with the Funds Transfer service, please contact Customer Service.

(i)     **Direct to Debit Funds Transfers.** You may direct that funds be transferred from your Card account to an Eligible Debit Card (each, a “Direct to Debit Funds Transfer” or “D2D Funds Transfer”). An “Eligible Debit Card” means an account you own and hold at a U.S. financial institution associated with a debit card into which a D2D Funds Transfer may be made. With D2D Funds Transfers, funds will be transferred to your designated Eligible Debit Card typically within minutes but could take up to 1 to 2 business days in certain circumstances. D2D Funds Transfers are irreversible. We do not control and are not responsible for any delays by the issuer of your Eligible Debit Card in processing or making available transferred funds. You will be responsible and liable for any D2D Funds Transfer that is later invalidated for any reason, including due to a claim, reversal, or a chargeback.

(ii)     **Card to Account ACH Funds Transfers.** You may direct that funds be transferred from your Card account via ACH transfer to an account you own (each, a “Card to Account ACH Funds Transfer” or “ACH Funds Transfer”). ACH Funds Transfers normally take up to 2 business days to complete. We do not control and are not responsible for any delays by the financial institution holding your account to which funds are transferred, in processing or making available transferred funds. You will be responsible and liable for any ACH Funds Transfer that is later invalidated for any reason, including due to a claim, reversal, or a chargeback.

(iii)     **Check Funds Transfers**. You may request and obtain from us checks drawn on your Card account and made payable to you (each, a “Check Funds Transfer”). A Funds Transfer Fee will be charged as provided in the Long Form above for each request for a Check Funds Transfer, even if you do not deposit the check you receive from us.

(iv) **Cardless Cash Access at ATM.** In addition to being able to withdraw funds from your Card account using your Card at ATMs, you may direct that funds from your Card account be made available for withdrawal at a designated ATM (each, a “Cardless Cash Access at ATM”). With Cardless Cash Access at ATM, funds will be available at a service-enabled ATM machine typically within minutes using a text message with an ATM locator and an authorization code input into the ATM machine.

## c. Limits

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| **Load, Withdrawal and Spend Limits\*** |
| **Load Limitations** | **Limit** |
| Maximum Card balance at any time | $25,000.00 |
| Total number of times the Corporate Sponsor can reload your Card | Unlimited |
| Maximum amount of Corporate Sponsor loads | $25,000.00    |
| **Withdrawal Limitations** | **Limit** |
| Maximum Domestic ATM withdrawal | $1,000 per day |
| Maximum International ATM withdrawal | $500.00 per day |
| Maximum cash back at point of sale | $500.00 per day |
| Maximum Over the Counter Cash Withdrawal at a Bank | $2,500.00 per day |
| Funds Transfer  | $2,500.00 per day |
| **Spend Limitations** | **Limit** |
| Maximum amount in Domestic Point of Sale Signature and Point of Sale PIN Transactions  | $5,000.00 per day for signature and/or PIN transactions at POS.  |
| Maximums amount in International Point of Sale Signature and Point of Sale PIN Transactions | $5,000 per day for signature and/or PIN transactions at POS. |
| \* Third parties may impose additional limitations.  |

**d.** **Foreign Transactions**

If you obtain your funds (or make a purchase) in a currency or country other than the currency or country in which your Card was issued ("**Foreign Transaction**"), the amount deducted from your funds will be converted by the network or card association that processes the transaction into an amount in the currency of your Card. The rate they choose is either: (i) selected from the range of rates available in wholesale currency markets (which may vary from the rate the association itself receives), or (ii) the government-mandated rate in effect for the applicable central processing date. The conversion rate selected by the network is independent of any fee that we charge as compensation for our services. You will be charged a fee for Foreign Transactions in U.S. dollars as disclosed in the Fee Schedule. If the Foreign Transaction results in a credit due to a return, we will not refund any fee that may have been charged on your original purchase.

**e.** **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 your 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.

**f.** **Receipts**

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

**g.** **Secondary Cards**

You may authorize up to 3 additional Cards, called Secondary Cards.

These Cards will access funds in your main Card account.

Secondary cardholders may register their Cards in their name. Secondary cardholders may be subject to verification.

Secondary Cards are restricted to the following uses:

1. general purchases and cash withdrawals;
2. transfering funds between your Card accounts; and
3. paying bills directly [by telephone] from your Card account.

Use of Secondary Cards is subject to the same restrictions on your Card, and we may hold you and/or any Secondary Cardholders liable for misuse of the Secondary Cards.

1. **ADDITIONAL TERMS OF THE AGREEMENT**
	1. **Personal Identification Number (“PIN”)**

You will receive a Personalized Identification Number ("PIN") Your PIN may be obtained by contacting customer service at 1-833-848-5768 or MyDashCard.com. 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.”

* 1. **Returns and Refunds**

If you are 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 and the Corporate Sponsor are not responsible for the quality, safety, legality, or any other aspect of any goods or services you purchase with the Account.

* 1. **Authorized Users**

If you allow another person to use the Card, you will be responsible under this Agreement 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.

* 1. **Card Replacement and Expiration**

Although your Card may have an expiration date, the funds in your Card account will not expire. To replace a lost, damaged, or stolen Card, you will need to contact Customer Service. Expired cards are automatically replaced.

* 1. **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.

1. **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 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 Schedule (subject to applicable law) for any lost/stolen Card, which will be deducted from the balance on the Card. A full list of fees is also available online at MyDashCard.com. A reissued Card may take up to 30 days to process.

1. **NO WARRANTIES AND LIMITATION OF LIABILITY**

We are not responsible for the quality, safety, legality, or any other aspect of any goods or services purchased with a Card or using the Card Account. Further, we will not be liable:

1. If, through no fault of ours, you do not have enough funds available in your Card account to complete the transaction;
2. If a merchant refuses to accept your Card;
3. If an ATM where you are making a cash withdrawal does not have enough cash;
4. If an electronic terminal where you are making a transaction does not operate properly, and you knew about the problem when you initiated the transaction;
5. If access to your Card has been blocked after you reported your Card lost or stolen;
6. If there is a hold or your funds are subject to legal process or other encumbrance restricting their use;
7. If we have reason to believe the requested transaction is unauthorized;
8. If circumstances beyond our control (such as fire, flood or computer or communication failure) prevent the completion of the transaction, despite reasonable precautions that we have taken; or
9. For any other exception stated in our Agreement with you.
10. **LEGAL NOTICES**
	1. **English Language Controls**

Translations of this Agreement 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.

* 1. **Account Closure**

You may close your Card at any time by contacting Customer Service. Your request for Card closure will not affect any of our rights or your obligations arising under this Agreement prior to the request. Should your Card account be closed, we will issue you a credit for any unpaid balances, subject to fees as disclosed in the Fee Schedule. We reserve the right to close your Card account should you complete or attempt to complete any of the prohibited actions in this Agreement.

* 1. **Assignability**

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

* 1. **Legal Process**

Your Card account is established and maintained at our main office in Sioux Falls, South Dakota. We will comply with all applicable law in connection with any legal process validly served upon us in connection with the Card account including, but not limited to, garnishments, restraints, seizure notices, subpoenas, and similar legal process. Unless required by applicable state or federal law, we will not assert any claims of exemption on your behalf. You agree that we will have no liability to you in the event we properly comply with any such valid Legal Process.

* 1. **Other Terms**

You will be notified of any change to this Agreement in the manner required by applicable law prior to the effective date of the change. However, if the change is made for security purposes, we can implement such change without prior notice. We do not waive our rights by delaying or failing to exercise them at any time (for example, assessing a fee less than described, or not all, for any reason does not waive our right to begin charging the fee as set forth in this Agreement without notice). If any provision of this Agreement is 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 will not be affected. This Agreement will be governed by the law 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. You acknowledge and agree that we shall have a right of setoff to apply the funds in your Card Account to any debt that you owe to us. You further grant us a security interest in all of your funds in our possession as collateral for any sums that you owe us under this Agreement. Should your Card have a remaining balance after a certain period of inactivity, we may be required to remit the remaining funds to the appropriate state agency.

1. **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.

1. **JURY TRIAL WAIVER AND ARBITRATION**

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

## 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 or related to this Agreement, aside from the validity and coverage of this Arbitration Clause. Arbitrations will be conducted under the rules of the American Arbitration Association, or such other arbitration administrator as agreed to by both parties. 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 to the Notice Address. After receiving notice, the other party has 30 days to attempt to resolve the issue before a suit or arbitration commences. We will pay all costs associated with administering an arbitration brought by you in good faith, if you cannot get a waiver and ask us to pay. Further, we will pay legal fees and costs if you win or as required by law or the arbitrator. This Arbitration Clause will stay in force if your Card is closed or we assign our rights under this Agreement. This Arbitration Clause and any rights to appeal or requests for information will be governed by the Federal Arbitration Act and the rules of the arbitrator.

Prepaid card is issued by Pathward, National Assocation, Member FDIC, pursuant to licence by Mastercard International Incorproated.

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