

**PREPAID MASTERCARD® REWARDS CARD CARDHOLDER AGREEMENT**

**PLEASE SIGN YOUR CARD IMMEDIATELY. TREAT THIS CARD LIKE CASH. YOU ARE RESPONSIBLE FOR SAFEGUARDING YOUR PIN AND CARD NUMBER.**

**THE CARD IS NOT A CREDIT CARD. IT IS NOT A GIFT CARD. IT IS ISSUED IN A LOYALTY, REWARDS OR PROMOTIONAL PROGRAM.**

These terms and conditions of use and Cardholder Agreement (this “Agreement”) constitute our disclosure to you and an agreement between you and us with respect to our issuance and your use of the enclosed prepaid MasterCard rewards card (“Card”). Your Card allows electronic access to prepaid funds awarded to you by your rewards program sponsor. You may use your Card anywhere MasterCard debit is accepted for purchases at merchant point-of-sale (“POS”) locations. You may not use your Card to obtain cash at ATMs. The value of funds available on the Card at any one time (your “Available Balance”) is limited to the dollar amount of prepaid funds, less amounts deducted for purchases and for fees.

In this Agreement, “you” or “your” means any person who has received the Card and is authorized to use it as provided for in this Agreement, and “we”, “us” or “our” means MainStreet Bank, and its successors and assigns.

By receiving and using the Card, you agree with us that the Card, and the money or funds stored on the Card, are subject to this Agreement. PLEASE READ THIS AGREEMENT CAREFULLY AND KEEP IT FOR FUTURE REFERENCE.

The Card is only offered to individuals over the age of 18 that can lawfully enter into and form contracts under applicable law, and by using the Card you represent and warrant to us that you are such an individual.

We may refuse to issue the Card to anyone for any reason. This Card is our property and we may revoke the Card at any time without cause or notice, especially if there is suspicious activity. You must surrender a revoked Card and you may not use an expired or revoked Card.

**Section 1. CONTACT INFORMATION.**

Transcard  
PO Box 1069  
Chattanooga, TN 37401

**Section 2. YOUR CARD.** Your Card is a prepaid, stored value card. This means that there is no separate deposit account established for you that is associated with the Card. There is a limited purpose prepaid account in which the funds that are stored on the Card are maintained. You have no rights in those funds, except to access the funds through the Card in accordance with this Agreement. You may not make any deposit, withdrawal or any other transaction with the Card or the prepaid account, except for the Card transactions described in this Agreement. The account in which the prepaid funds are deposited is FDIC-insured to the maximum extent permitted by law. For information with respect to FDIC insurance on your prepaid funds, visit [www.fdic.gov/deposit/](http://www.fdic.gov/deposit/).

**Section 3. ACTIVATION AND PIN.** You may use your Card only after you activate it in the manner provided in the instructions accompanying your Card. At the time of activation, you will be provided a personal identification number (“PIN”) in order to protect your transactions using the Card. You should not disclose your PIN to anyone. If the security or confidentiality of your PIN is compromised, you should notify us at once. A PIN will generally not be needed in order to purchase goods or services at merchant locations that accept MasterCard cards. There is a panel on the back of the Card for your signature. You should sign this panel on your Card as soon as you receive it to help protect your Card from unauthorized use. However, your responsibility for transactions with the Card, as described in this Agreement, does not depend on whether or not you sign your Card.

**Section 4. USING YOUR CARD.** Your Card may be used to access the Available Balance of funds stored on the Card anywhere MasterCard debit cards are accepted.

- If you pay at the pump for gas, the card terminal in the “pay at the pump” stations automatically checks to see if your Card has enough money left to pay for an average purchase of gas which varies among merchants and is at least \$99. If your Card does not have enough money to pay for this amount, your transaction will be declined. The average gas purchase amount changes just as retail gas prices change. If you plan to buy less than \$99 worth of gas, it is recommended that you give your Card to the station attendant and state exactly how much gas you want to purchase, instead of swiping your Card at the pump.
- When making a purchase greater than the Available Balance on the Card, alert the cashier to utilize another form of payment to cover the amount greater than what is available on the Card. Ask the cashier to use the remaining balance of the Card as the second form of payment.

There is no credit line associated with your Card. This means that you must have a sufficient Available Balance at the time of a transaction in order to pay for the transaction and associated fees. We do not pay any interest on the funds stored on the Card. The Card has no minimum balance requirements.

If a merchant attempts to submit a transaction on the Card for an amount that is greater than your Available Balance, the transaction may not be approved by us. In the event that we, in our sole discretion, settle or pay a transaction with your Card when there are insufficient funds stored on the Card to pay for the transaction, this will result in an overdraft on your Card. You agree to pay us the amount of the overdraft and any related fee. We may deduct the overdraft amount and related fee from your Card.

**Limitations on Use.** You may use your Card only in the manner and for the purposes authorized by this Agreement. You may not use your Card for any illegal purpose, and you may not resell your Card. You may not use your Card to obtain cash at ATMs. **INTERNET GAMBLING TRANSACTIONS PROHIBITED:** You may not use your Card to initiate any type of electronic gambling transaction through the Internet. We may restrict access to your Card if we notice suspicious activities. If access is denied, you should contact us at the address in Section 1 so that we may discuss and rectify any problems.

**Authorizations and Holds.** Any entity honoring your Card will be required to obtain approval or authorization for any transaction in accordance with the rules of MasterCard International, Inc. When an authorization is issued, a thirty-day hold may be placed on the value on the Card in the amount of the authorization. When you use your Card in a tipping environment (at restaurants, bars, barber or beauty shops or for taxis or limos), the amount of authorization may include a tip of 20%-25%. Up to a ninety-day hold may be placed on the value on the Card in the amount of the preauthorization request made by hotels and rental merchants. If the authorization request varies from the amount of the transaction the merchant subsequently submits to the MasterCard system, settlement of the transaction may not remove the hold, which may remain

on the Card until the hold days have expired. If your Card is subject to a hold, the value on the Card that is subject to the hold will not be available for other purposes.

**Card Loading.** Your Card may not be reloaded with monetary value by you directly. Your rewards program sponsor may reload your Card if that is a feature of your rewards, loyalty or promotional program.

**Card Expiration.** Your Card will expire on the date indicated on its face and any Available Balance remaining will be returned to the rewards program sponsor or its designee.

#### **Section 5. FEES AND CHARGES FOR USE OF CARD.**

**Bank Fees.** The fees and charges included with your Card are imposed by us on your use of the Card and will be charged to the Card. Other fees may apply and will be disclosed when service is provided. We may change these fees in the future in accordance with this Agreement with prior notice to you.

**Foreign Transactions and Currency Conversion Fee.** If you make a purchase in a currency other than the currency in which your Card was issued, the amount deducted from your funds will be converted by MasterCard International, Inc. into an amount in the currency of your Card and may include fees charged directly by us. The conversion may occur on a date different than the transaction date. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by MasterCard International Inc. from the range of rates available in wholesale currency markets for the applicable central processing date, which may vary from the rate MasterCard International, Inc. itself receives, or the government-mandated rate in effect for the applicable central processing date. You agree to pay the converted amount, which includes the rate of exchange between foreign currency and U.S. currency in effect one day prior to the processing date, increased by 3%.

**Section 6. DOCUMENTATION OF TRANSACTIONS.** You will receive the following documentation with respect to your Card transactions:

- If you make a merchant POS transaction, you will obtain a receipt for the transaction.
- You will have electronic access to your Card showing all debits and credits posted to your Card, including any fees assessed by us against your Card. In addition, you can obtain a monthly paper statement and fees may apply.

You may also determine your Available Balance by calling 1-800-416-6373 or via the Internet at [www.transcardgift.com](http://www.transcardgift.com).

**Section 7. DISPUTES WITH MERCHANTS.** If you use your Card at a merchant, and a dispute with the merchant arises, you agree to make a good faith effort to settle the dispute with the merchant. Any unresolved dispute may be sent to us in writing for assistance in settlement. You cannot stop payment to merchants for transactions made through the use of your Card.

**Section 8. DISCLOSURE OF CARD INFORMATION TO THIRD PARTIES.** We will disclose information to third parties about your Card or the transactions you make:

- Where it is necessary for completing the transactions; or
- Where there has been unauthorized use of your Card; or
- In order to comply with government agency or court orders; or
- For analytical purposes; or
- If we conclude that disclosure is necessary to protect you or our interests; or

- If you give your permission to us or to other parties.

Our Privacy Policy is available at <https://mstreetbank.com/wp-content/pdf/main-street-privacy-policy.pdf>

**Section 9. NOTICE OF ERRORS.** If you think a receipt is wrong or you have a question concerning a Card transaction, call us toll free at 1-800-416-6373, or write to: PO Box 1069, Chattanooga, TN 37401 or visit [www.transcardgift.com](http://www.transcardgift.com) as soon as you can. We must hear from you no later than 60 days after the transaction date and you must provide the following information:

- (i) your name and Card number;
- (ii) a description of the error or the transaction you are unsure about and an explanation as to why you believe it is an error or why you need more information and
- (iii) the dollar amount of the suspected error. If you tell us orally, we may require that you send us your complaint or question in writing within 5 business days.

**Section 10. YOUR LIABILITY FOR CARD USE.** Tell us AT ONCE if you believe your Card has been lost or stolen, or if you believe that someone has transferred or may transfer money from your Card without your permission. Telephoning is the best way of keeping your possible losses down. If your Card has been lost or stolen, we will close your Card to minimize losses. While we are happy to answer your questions about transactions, please remember that you will be considered to have authorized any transaction by anyone using your Card or Card number. We reserve the right to require an affidavit and conduct an investigation into the validity of any request.

**MasterCard's Zero Liability Policy.** Under MasterCard Rules, you will not be held responsible for unauthorized transactions using your Card if you have used reasonable care in protecting your Card from loss or theft and you have promptly reported to us when you knew that your Card was lost or stolen. The Zero Liability policy does not apply to MasterCard payment cards that are used for commercial purposes or anonymous prepaid cards (until such time as the identity of the cardholder has been registered with us).

**Section 11. BANK LIABILITY.** If we do not complete a transfer to or from your Card on time or in the correct amount according to this Agreement, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- If, through no fault of ours, you do not have enough money stored on your Card to make the transaction.
- If the Card transaction would go over the credit limit on your overdraft line, if one exists.
- If the terminal or system was not working properly and you knew about the breakdown when you started the Card transaction.
- We are prohibited by law from completing the transaction.
- If circumstances beyond our control (such as fire or flood) prevent the Card transaction, despite reasonable precautions that we have taken.

**Section 12. SYSTEMS UNAVAILABILITY.** The electronic transfer functionality and/or electronic statements may not be available when systems require maintenance or upgrades or major unforeseen events occur, such as earthquakes, fires, floods, computer failures, interruptions in telephone service, electrical outages, civil unrest or riots, war, or acts or threatened acts of terrorism or other circumstances beyond our control. We have no liability for interruptions or delays in services due to systems unavailability.

**Section 13. MISCELLANEOUS.**

**Disclaimer of Liability.** In providing the Card and related services to you, we disclaim any duty or responsibility other than those expressly set forth in this Agreement.

**Amendment.** We can change this Agreement, including all fees, at any time, and such changes will be binding on you. If required by law, we will post notice of the change on our web site prior to the effective date of the change. However, if the change is made for security purposes or as a result of changes in fees, changes or costs imposed by any party other than us, we can implement it without prior notice. Your use of the Card constitutes acceptance of any amendment implemented by us.

**Our Right to Set-Off.** If you ever owe us money as a borrower, guarantor, or otherwise, and it becomes due, we have the right under the law (called set-off) to use the money from your account to pay the debt. We may charge against any of your accounts any debt you owe us, now or in the future, without going through any legal process or court proceedings.

**Termination.** We reserve the right to terminate this Agreement in the event we choose to discontinue this rewards card program or any of the services that are described herein. If we discontinue honoring your Card, you should call us at 1-800-416-6373 for further instructions. You may, at any time, terminate this Agreement, or any of the services to which you subscribe by giving us written notice. Termination will not affect any of our rights or your obligations arising under this Agreement prior to termination.

**Assignment.** You may not transfer or assign this Agreement to any other person without our prior written consent. We may assign our obligations to you under this Agreement without your consent or notice to you.

**Severability.** If any provision of this Agreement is deemed unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

**Applicable Law.** This Agreement is governed by applicable federal laws, rules and regulations. To the extent federal law is not applicable, the laws of the State of Virginia govern this Agreement. In the event of any conflict between the provisions of this Agreement and any applicable law or regulation, this Agreement will be deemed modified to the extent necessary to comply with such law or regulation.

**Waiver.** We may waive any of the provisions or conditions of this Agreement, but any such waiver will be effective only on that occasion and will not be a continuing waiver or a waiver on any other occasion. We can delay enforcement of any of our rights under this Agreement without losing them.