

# Mango Card Program Customer Agreement

## **IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT:**

**TO HELP THE GOVERNMENT FIGHT THE FUNDING OF TERRORISM AND MONEY LAUNDERING ACTIVITIES, FEDERAL LAW REQUIRES ALL FINANCIAL INSTITUTIONS TO OBTAIN, VERIFY, AND RECORD INFORMATION THAT IDENTIFIES EACH PERSON OR ENTITY THAT ESTABLISHES AN ACCOUNT. THIS MEANS THAT WHEN YOU APPLY FOR AN ACCOUNT, WE WILL ASK FOR YOUR NAME, ADDRESS, DATE OF BIRTH, AND OTHER INFORMATION THAT WILL ALLOW US TO IDENTIFY YOU AND VERIFY YOUR IDENTITY IN COMPLIANCE WITH FEDERAL LAW. You agree to provide valid and accurate identifying information. We will use account validation systems and procedures to verify the identifying information you provide. We reserve the right to cancel or revoke the use of your Account and Access Devices if we suspect you have provided false or deliberately misleading identifying information.**

## **Agreement Definitions:**

This document is the agreement (“Agreement”) among you, Rêv North America, Inc. (“Rêv”), and Inter National Bank (the “Bank”) for the Mango Card Program (the “Card Program”). Words and phrases used in this Agreement should be construed such that the singular includes the plural and the plural includes the singular, except where doing so would be inconsistent with the other provisions of the Agreement. In this Agreement, “Card” means the Mango Prepaid Debit Card issued by the Bank. “Account” means your prepaid Card account with the Bank. “Access Device” means the Card and the Card in combination with any associated mobile phone activated to access the Account (“Registered Mobile Phone”). “Accountholder” means the person who applied for the Account and is the sole owner of the Account. “Authorized User” means a person authorized by the Accountholder to receive an Access Device that can access the Account. “YAP Services” means the YAP-branded mobile financial services offered through Rêv that allow you to access your Account information and to perform Card transactions using your Registered Mobile Phone. “Loading” means the adding of funds to your Account. “You” and “your” mean the Accountholder and Authorized Users. “We,” “us,” and “our” mean the Bank and Rêv. In this Agreement, the terms the “Bank” and “Rêv” include their successors, affiliates, or assignees. The Bank provides the Account and issues the Card for the Card Program. Rêv and its affiliated companies provide marketing, processing, program management, and other non-bank financial services for the Card Program. Rêv is not a bank or a trustee, fiduciary, or escrow agent for you or the funds loaded onto your Account.

## **Acceptance and Usage:**

By accepting and using an Access Device, you agree to be bound by this Agreement. You acknowledge and agree that the Account is limited to the funds that have been loaded and not yet reserved or spent. You authorize us to deduct funds from the Account for fees, to correct a previous error or overpayment to you, or for other legitimate reasons. The expiration date of your Card is on the front of the Card. The Account balance will decrease each time you use an Access

Device to make a purchase, cash withdrawal, or debit transfer, and each time a Card Program fee is deducted. The Bank does not pay any interest on the Account. The Account balance and all transactions and limits are made and displayed in U.S. dollars unless otherwise specified. You agree to sign the back of the Card upon receipt. The Card will remain the property of the Bank and must be surrendered upon demand. The Account and Card(s) are nontransferable, and may be canceled, repossessed, or revoked by us at any time without prior notice, subject to applicable law. If we close your Account(s), we will return to you via check all available funds, net of fees or uncollected transactions. Please read this Agreement carefully and keep it for future reference.

### **Contacting Customer Service; Business Days:**

For customer service, additional information, or questions regarding your Account or YAP Services; for changes to your e-mail address or other contact information; or to report suspicious, fraudulent, or unauthorized use of your Access Devices or the YAP Services, please contact Customer Service: mail us at Rêv Customer Service, P.O. Box 2067; Austin, TX 78767; call your Card program toll-free at 1-877-89-MANGO (1-877-896-2646); or visit [www.MangoMoney.com](http://www.MangoMoney.com) (the "Website"). For purposes of this Agreement, "Business Days" are defined as Monday through Friday excluding Federal holidays.

To activate your Card, visit the Website or call the toll-free Customer Service number, which may also be found on the back of your Card.

### **FDIC Insured:**

All funds loaded to your Account are deposited in an account with the Bank. The balance of your Account is fully insured by the Federal Deposit Insurance Corporation ("FDIC") for up to the maximum amount per account as published by the FDIC.

### **Authorized Users:**

For Card Programs permitting Authorized Users, the Accountholder may request an additional Access Device for another person. The Accountholder is liable for all transactions made by Authorized Users with the Access Devices and Card number. The Accountholder must notify us to revoke permission for any Authorized User previously authorized. If the Accountholder tells us to revoke an Authorized User's access to the Account, we may revoke the existing Access Devices and issue new Accounts with different numbers. The Accountholder is the sole owner of the Account and is wholly responsible for the use of each Access Device according to the terms of this Agreement. We reserve the right to limit the number of Access Devices issued for an Account.

### **Personal Identification Number ("PIN"):**

If you set a PIN for your Card, you can use your Card at any Automated Teller Machine ("ATM") or at any Point-of-Sale ("POS") device which requires entry of a PIN and accepts the Card. Similarly, you can set a PIN for YAP Services, which you can use to authorize Card transactions with your Registered Mobile Phone. You should not disclose your PINs to anyone, including to persons over the phone, and you should not write your PINs on the Card, or keep

them with your Card or Registered Mobile Phone. If you believe that anyone has gained unauthorized access to any of your PINs, you should contact us immediately and follow the other procedures set forth in the “Your Liability for Unauthorized Transactions” section of this Agreement.

### **Security at ATMs:**

When using your Card at ATMs, you should take certain security precautions. Always observe your surroundings before conducting an ATM transaction. When using a walk-up ATM, check for suspicious persons or circumstances before using the ATM. If you see anyone or anything suspicious, cancel your transaction and leave the area at once. After dark, you should use ATMs only in well-lighted areas. Always take your ATM receipt, which is stamped with your transaction. You should never leave your receipt at the ATM. You should check your ATM receipts against your periodic statements. When using a drive-up ATM, keep your doors locked and windows up until you are ready to use the ATM. If you are followed after using an ATM, seek a place where people, activity and security can be found and, if necessary, call the police.

### **Loading Your Account; Account Balance:**

You may load funds to your Account using cash, direct deposit, by transferring funds from a Green Dot MoneyPak®, through receipt of a transfer from another Rêv-affiliated Card or Account, or ACH transfer; at participating locations you may also load funds to your Account by check. Our participating partners and the methods of loading your Account may change. Loads are generally reflected in your Account balance the same day they are made, except that Account balances are provisional for check loads until collection is final. The availability of some check loads may be delayed while the check is being validated. If this occurs, we will tell you when the funds will be available. If you need the funds from a check load right away, you should ask us when the funds will be available. The Bank reserves the right to reject a check for load if it does not meet our risk mitigation standards. You may make a load in person by visiting a Mango store or other partner or agent location we authorize to accept loads. These locations may charge you a load fee, and some locations may accept only cash loads. For check loads, the Bank normally accepts your paycheck, rapid tax rebate (RAL) check, U.S. Treasury check, state or local government benefits check, and U.S. Postal money orders. The only Federal payments that may be loaded to this account are Federal payments for the benefit of you, the primary cardholder. If you have questions about this requirement, please call Customer Service. Please remember that a check can be returned unpaid after it has been added to your Account. If this happens, you are responsible for replacing those funds if you have used them. For direct deposit loads, such as your paycheck or Social Security check, you should make arrangements for the direct deposit with the paying third party. You agree that the third party may reverse any credit they make to your Account up to the amount of the original credit. As part of our Fraud Loss Control and Anti-Money Laundering policies, we reserve the right to reject a check for load, to set limitations on maximum Account balance and number and amount of load transactions, and to reject any third-party entity for direct deposits. You agree to present the Access Device and to meet identification requirements to complete load transactions. For more information on current loading methods, partner and agent locations, the types of checks the Bank accepts for loads, and how to arrange for direct deposit or for transfer from another Rêv-affiliated Card or Account,

please visit the Website or contact Customer Service. Other than Mango Stores, participating locations act as a messenger service on your behalf.

### **Using Your Account and Access Devices:**

You should treat your Card and other Access Devices with the same care as you would treat cash. You can use your Access Devices to withdraw cash at ATMs that accept the Card, pay for purchases, obtain cash back from participating merchants, pay bills, send money transfers, and transfer funds between your Card and your affiliated Savings Account (if you have opened an affiliated Savings Account; Savings Account transactions are subject to the Savings Account Customer Agreement, which is available on this Website). The ways you can use your Access Devices may change. The Accountholder is the sole owner of the Account and is wholly responsible for the use of each Access Device according to the terms of this Agreement. If you permit someone else to use your Access Device we will treat this as if you have authorized the use, and you will be responsible for these transactions. If your Account balance is not adequate to cover the transaction amount, you may instruct the merchant to charge a part of the purchase to the Account and pay the remaining amount with cash or another form of payment (“split transactions”). Some merchants do not allow split transactions. If you use your Card number without presenting your Card, the legal effect will be the same as if you used the Card itself. You should keep track of your Account balance. Each time you use your Access Device, you authorize us to reduce your Account by the amount of the transaction plus applicable fees. You are not allowed to exceed your Account balance through an individual transaction or a series of transactions. Nevertheless, we may at our discretion approve transactions that may cause your account’s balance to be exceeded. If a transaction exceeds your Account balance to create a negative balance, you will remain fully liable to us for the amount of the transaction and any applicable fees or charges, and you agree to pay the negative balance immediately. We reserve the right to cancel your Account should it remain in a negative balance state. You do not have the right to stop payment on any purchase transaction made using your Account. 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. Please note that we do not have control over when a merchant settles a previously authorized transaction. When you use your Access Device to rent a vehicle or hotel room, or to make other purchases, an authorization hold on your funds may be initiated by us or the merchant. An authorization hold may be initiated for many reasons, such as to satisfy security deposit requirements or to ensure available funds when you complete your transaction. The portion of your Account balance subject to an authorization hold will not be available to pay for other purchases or ATM withdrawals.

In the event we offer you electronic bill payment services, we reserve the right to restrict certain bill payments, the number of attempted bill payments on a monthly basis, or the amounts to be paid under attempted bill payments. Bill payment services may be processed through third-party entities and, by requesting bill payments through our Website, you authorize such third-party entities to complete such bill payments. We shall not be liable for any late bill payments should you have insufficient funds in your Account to complete the bill payment.

### **Provision of YAP Services:**

YAP Services may include using an Access Device to perform funds transfers, bill payments, person-to-person payments, Account balance lookups, and event notifications. The Account balance provided in Account balance inquiries may differ from your actual Account balance due to deposits in progress, charges, fees, or outstanding withdrawals or payments. Account balances are updated periodically and YAP Services will provide the most current balance available at the time you perform an Account balance inquiry.

YAP Services may be provided using Short Message Service (“SMS,” or text messaging) or by other electronic means, including software applets which you may be required to install on your Registered Mobile Phone. You may be required to create a user name and profile, undergo a verification procedure and provide certain key phrases and/or identification numbers in order to set up your mobile phone and Card for use of YAP Services, and to verify your identity to Rêv and to other users of YAP Services when you use YAP Services. You should not share your key phrases and identification numbers with anyone.

When using SMS for YAP Services, you should send all commands to the short code or telephone number specified for this purpose. This short code or telephone number may be different depending upon your cellular carrier. To check which short code or telephone number you should send commands to for YAP Services, log into your Account at the Website or contact Customer Service. You may send the command “HELP” to receive a list of commands you may use to perform YAP Services.

You may send the command “STOP” to opt out of YAP Services. By sending “STOP” to the short code or telephone number for YAP Services, you agree that Card transactions via YAP Services will no longer be available on your Registered Mobile Phone (online and in-store use of your Card is not affected). You may re-enroll for YAP Services on your mobile phone and this Agreement will govern any such re-enrollment.

### **Using YAP Services:**

Once you have provided instructions to perform Card transactions via the YAP Services you will not be able to reverse or “undo” the requested YAP Service except as described in the section titled “Your Liability for Unauthorized Transactions.” It is your responsibility to correctly enter all information into your Registered Mobile Phone when performing YAP Services, including any transaction amount(s).

We will carry out YAP Services only if they are performed in accordance with relevant security procedures implemented by us, such as using a YAP PIN. If you use YAP Services, we ask that you delete all text messages sent to YAP Services from your Registered Mobile Phone’s text message “outbox” and “sent box,” and that you modify your Registered Mobile Phone’s settings so that outgoing text messages are automatically deleted. You are also advised to lock your Registered Mobile Phone with a password or number code whenever it is not in use, so that your

personal information is not accessible by others. Text messages you use for YAP Services are no more secure than regular text messages; rather, Rêv and our affiliated companies have designed our information technology systems to reduce the incidence of fraud. However, we cannot warrant that a third party will not intercept any text messages used in conjunction with YAP Services.

**Limitations on YAP Services:**

We will not complete any Card transaction instruction you provide via YAP Services to make a funds transfer or payment to a person unless and until such person or entity follows the procedures required to accept the funds transfer or payment; these required procedures may include agreeing to the terms and conditions in this Agreement. If the person or entity chooses not to follow the required procedures, the Card transaction will be cancelled and credited to your Account by the Bank.

Third parties have the right to refuse attempted Card transactions from you if you choose to use YAP Services to pay them. If you attempt to conduct a Card transaction via YAP Services and the recipient refuses to accept it, the funds transfer or payment shall either be refunded by us or not be debited by us from your Account.

**No Representation or Warranties:**

THE YAP SERVICES ARE PROVIDED BY REV UNDER LICENSE AND ARE MADE AVAILABLE AND PROVIDED "AS IS" EXCEPT AS EXPRESSLY PROVIDED HEREIN. WE MAKE NO REPRESENTATION OR WARRANTY WITH RESPECT TO THE SERVICES PROVIDED UNDER THIS AGREEMENT, WHETHER EXPRESS OR IMPLIED, WRITTEN OR ORAL, ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. DUE TO THE NATURE OF THE CELLULAR COMMUNICATIONS SYSTEM, WE CANNOT GUARANTEE THAT ANY INFORMATION YOU TRANSMIT OVER THE CELLULAR COMMUNICATIONS NETWORK DURING THE USE OF YAP SERVICES WILL REMAIN SECURE OR WILL BE PROPERLY DELIVERED. We make no representation, guarantee, or warranty that any user of YAP Services is indeed who they purport to be or that they will complete transactions undertaken in connection with YAP Services. We do not warrant that any payments or transactions performed using YAP Services will be processed in a timely or proper manner by any third parties involved in payment processing. We do not warrant that YAP Services will be available through your cellular carrier.

**Fees:**

You agree to pay all applicable fees for the use of the Account, Access Devices, and YAP Services. Fees typically will be automatically deducted from your Account at the time the fee is incurred. In cases where your Account balance is less than the fees or charges incurred, we reserve the right to assess them to your Account on a pending basis, where they will be deducted

immediately after your next load. The Fee Structure which accompanied your Card, and which is updated and available on the Website, contains the fees for use of the Account, Access Devices, and YAP Services. We reserve the right to change these fees upon providing notice to you as required by applicable law. The most current fees will always be available on the Website. For YAP Services, such fees shall be in addition to the fees charged to you by your cellular carrier; please review your user agreement with your cellular carrier to determine your current fees for SMS messaging.

### **Receipts; Periodic Statements:**

You may receive a receipt at the time you make a transaction or obtain cash using your Access Device, such as a receipt at an ATM. You agree to retain your receipts to verify your transactions. You agree to receive periodic statements for your Account electronically. A continuously updated electronic statement is available 24 hours a day, 7 days a week, by visiting the Website. You can also access recent transaction history for your Account by contacting Customer Service. You should check the transactions on your Account at least once a month. If you wish to receive a paper statement instead of an electronic statement, you may elect this option by contacting Customer Service and providing your name, address, and date of birth. We may charge you a fee if you elect to receive paper statements. You agree that these are reasonable procedures for sending and receiving Account statements.

### **Limitations on Account Activity, Access Devices, and YAP Services; ATM Fees:**

At an ATM, you may withdraw up to the amounts set forth on the Fee Structure which accompanied your Card and which is updated and available on the Website. ATM withdrawal amounts may be less at international ATMs. As part of our Fraud Loss Control and Anti-Money Laundering policies, we may impose additional limits on the amount, number, or type of Account transactions, limit your maximum Account balance, limit the maximum number of Access Devices issued to you, and suspend or block your and any associated Account transactions. You may contact Customer Service for additional information or questions on Account limitations. 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 an Account balance inquiry even if you do not complete a funds transfer.

Under no circumstance may you use your Account, Access Devices, or YAP Services (1) in violation of applicable laws or regulations, including those governing financial services; (2) in violation of this Agreement; (3) in a manner that violates the privacy or proprietary rights of another, including spam, phishing, or unwanted solicitations; (4) to transfer any malicious computer code; (5) to perform unlawful acts, including illicit gambling and acts involving stolen goods or illegal substances; or (6) to perform transactions involving a transfer of funds for illegal purposes or made to hide the source of such funds (“money laundering”). Should you violate these prohibitions, we may limit, suspend, or terminate your use of the services provided under this Agreement. We also have the right to limit, suspend, or terminate your use of the services provided under this Agreement if we receive a report from a financial institution that you have abused their services, or if we believe that your use of the services creates a fraud risk or liability

to us, to other users of our services, or to other third parties, or if we cannot verify your identity or your Access Device.

**Right of Set-Off:**

You agree that we may apply or set off the funds in your Account to pay off any debt that you have with us which results from an overdraft of your card balance if you have not made a good-faith effort to pay such debt within a reasonable period of time. If any funds in your Account (including, but not limited to, state and federal benefits payments, such as Social Security benefits) are exempt from garnishment, seizure, set-off, or other equitable process, you agree to waive such exemption to the extent permitted by applicable law. If we make a set-off against your Account, you agree to release and indemnify us from all liability for these actions.

**Dormant Accounts:**

Your Account may become dormant after an extended period of no activity initiated by you (that is, no activity other than any credits or debits initiated by us). If your Account is dormant, we may block your ability to use your Access Device for outgoing transfers from your Account until you contact Customer Service to re-authorize such transfers. If your Account remains dormant, we will attempt to contact you using the address and contact information you provided. If we are unable to locate you after the period of time specified under applicable state law, we may be required to deliver the funds in your Account to the appropriate state as abandoned property. If you wish to reclaim abandoned property, you must apply to the state for return of your funds.

**E-Mail Communications:**

You understand that unencrypted e-mail is not secure. You also understand that we will not send you sensitive information via e-mail. Rather, you will be directed to log on to our website for important disclosures, statements, and sensitive information about your Account.

**E-Sign Consent:**

The Electronic Fund Transfer and Truth in Savings disclosures included in this Agreement, as well as our Privacy Policy, are available to you in hard copy or electronic format; however, you consent to electronic delivery of future Electronic Fund Transfer and Truth in Savings disclosures and annual Privacy Policy notices. To ensure that we are able to provide you with notices and information from time to time, you must update us with any change in your e-mail address. Future disclosures and notices will not be distributed on paper unless you contact us and request a paper version. You may at any time withdraw your consent to receive disclosures and notices electronically. To update your e-mail address, sign in to the Account Manager at [www.mangomoney.com](http://www.mangomoney.com) and click on the "My Profile" tab. To request paper documents, or withdraw your consent, mail a written request to Customer Service. To electronically receive, access, or retain the current disclosures and information related to the Mango Card Program Customer Agreement or these Terms and Conditions, you will need access to the Internet, a computer with a Web browser (preferably Microsoft Internet Explorer 8.0 or higher, Mozilla Firefox 3.0 or higher, Apple Safari 4.0 or higher or Google Chrome), and the ability to receive,



read, and save e-mail.

By completing and submitting the online enrollment application for the Card Program, you represent and warrant that: (i) you have read and understood these Terms and Conditions and (ii) the Internet access devices that you will use to receive the legal disclosures, agreements, instructions and online statements (if applicable) meet the system requirements to access and retain information.

### **Returns and Refunds; Merchant Disputes:**

If you are entitled to a refund for any reason for goods or services obtained with your Access Devices, you agree to accept credits to your Account for these refunds. You will settle all disputes about purchases you make using your Access Devices with the merchant who accepted the Access Device. We are not responsible for the delivery, quality, safety, legality, or any other aspect of goods or services that you purchase from others with your Access Devices.

### **Our Liability for Failure to Complete Transactions:**

If we do not complete a Card transaction to or from your Account on time or in the correct amount according to this Agreement, we will be liable for your losses or damages, subject to the terms of this Agreement and to the extent required by law. There are some circumstances where we will not be liable, including, without limitation: if there is an authorization hold, or your Account is subject to legal process or other encumbrance restricting its use; if you do not have enough funds in your Account to complete a transaction; if the ATM you are trying to use does not have enough cash; if the ATM, POS terminal, network, or system involved in your transaction did not work properly; if your Registered Mobile Phone fails to send or receive SMS messages; if we are prohibited by law or network rules from completing a transaction; if circumstances beyond our control (for example, natural disasters, earthquakes, fires, floods, war, or acts of terrorism) prevent the completion of the transaction; if a merchant refuses to accept your Access Device; if you provided inaccurate or incomplete information regarding a transaction; if access to your Account is blocked after you reported your Access Device lost or stolen; if a merchant authorizes an amount in excess of the purchase amount; if we have reason to believe the requested transaction is suspicious, fraudulent, or unauthorized; or for any other exception stated in this Agreement.

### **Your Liability for Unauthorized Transactions:**

IF YOU BELIEVE THAT ANY OF YOUR ACCESS DEVICES HAVE BEEN LOST OR STOLEN OR THAT SOMEONE HAS TRANSFERRED OR MAY TRANSFER MONEY FROM YOUR ACCOUNT WITHOUT YOUR PERMISSION, CONTACT CUSTOMER SERVICE IMMEDIATELY. Remember that your Registered Mobile Phone is an Access Device, and thus its loss or theft must also be reported to us if you are enrolled in YAP Services. Contacting Customer Service via telephone is the preferred method of communication regarding lost or stolen Access Devices. If your Access Device has been lost or stolen, we will close your Account. If your PIN has been compromised, we retain the right to reset your PIN.

You may be liable for unauthorized use of your Access Devices. If you inform us within two Business Days after you learn of the loss or theft of any of your Access Devices, you will not be

liable for more than \$50 if someone used your Access Device without your permission. If you do NOT notify us within two Business Days after you learn of the loss or theft of your Access Device, and we can prove we could have stopped someone from using your Access Device without your permission if you had notified Customer Service, you could be liable for as much as \$500. If your Account history shows transactions that you did not authorize, notify Customer Service immediately. If you fail to notify Customer Service of unauthorized transactions on your Account within 90 days after the Account history was available to you, you may not be entitled to recover any funds you lost after the 90 days if we can prove that we could have prevented the unauthorized transaction if you had notified Customer Service in time.

In addition, there may be zero liability for non-PIN transactions. As a cardholder, you will not be held responsible in the event of unauthorized purchases provided that the following conditions are met:

- Your account is in good standing.
- You have exercised reasonable care in safeguarding your card from any unauthorized use. Unauthorized use means that you did not provide, directly, by implication or otherwise, the right to use your card and you received no benefit from the "unauthorized" purchase.
- You have not reported two or more unauthorized events in the past 12 months.

#### **Limitation of Liability:**

IN NO EVENT WILL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND. Without limiting the foregoing, you agree not to hold us liable for any damages, including, without limitation, special, incidental, or consequential damages for any spam or phishing messages delivered to you concerning your use of YAP Services or for failure of third parties to timely process bill payment or transactional instructions.

#### **Foreign Transactions:**

All transactions in foreign currency, including international purchases and international ATM transactions, will be converted into U.S. dollars, and you agree to accept the converted amount. The applicable card association (MasterCard, Visa, or Discover) will use its currency conversion procedures in effect when processing the transaction. The currency conversion rate will be a rate selected by the card association, as applicable, from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate the card association itself receives or the government-mandated rate in effect for the applicable central processing date. The currency conversion rate used on the processing date may be different than the rate that was in effect on the date you used your Access Device. We do not set the currency conversion rates, and we do not receive any portion of the proceeds. You agree to pay us the transaction fees for transactions in foreign currency set forth in the Fee Structure and acknowledge that such transaction fees are subject to change.

#### **Recurring Payments or Transfers; Stop Payments:**

If you have established regular payments or transfers to be made from your Account, you can terminate any of these transfers by contacting Customer Service. We must receive your request at least three Business Days prior to the scheduled payment or transfer date. We may require you to put your request in writing and send it to us within 14 days. We may charge you a fee for each stop-payment order you issue. If the regular payments you have established vary in amount, the entity you have authorized payment to should inform you 10 days prior to each payment how much the payment is for and when it will be issued. You may choose instead to receive 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 you inform us to stop one of these payments or transfers three Business Days or more before it is scheduled, and we do not do so, we will be liable for your losses or damages, subject to the terms of this Agreement and to the extent required by law.

### **In Case of Errors or Questions about Account Transactions:**

Contact Customer Service immediately if you think your Account history or receipt is wrong or if you require additional information about a transaction listed on the Account history or receipt. You must contact Customer Service no later than 90 days after the problem or error appears in your Account history. You should provide the following information: name, Account number, description of the error or the transaction, explanation as to why you believe it is an error or why you need more information, and the dollar amount of the suspected error. If you inform us orally, we may 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 after we hear from you and will correct any error promptly. If we require additional time, we may take up to 45 days to investigate your complaint or question. If additional investigation is required, we will credit your Account within 10 Business Days for the disputed amount. If we ask you to put your complaint or question in writing and we do not receive it within 10 Business Days, we may not credit your Account. For errors involving new Accounts, POS, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new Accounts, we may take up to 20 Business Days to credit your Account for the disputed amount. We will inform you of 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. You may ask for copies of the documents that were used in the investigation.

### **Confidentiality:**

We may disclose information to third parties, about your Account and the transactions you make using your Access Devices, for the following reasons: to complete transactions; to verify the existence and condition of your Account for a third party, such as a merchant; to comply with government agency or court orders, or other legal reporting requirements; if you give us your permission; to our employees, auditors, affiliates, service providers, or attorneys, as needed; and as permitted under the Card Program Privacy Policy. Please read the Privacy Policy, the most current version of which is available on the Website. By using the Account, you agree to grant Rêv and its affiliates the right to analyze your non-public personal information (for example, information you have provided and your transaction history) to develop additional or improved products and services.

**Indemnification:**

You agree to indemnify and hold us and our officers, directors, affiliates, and employees harmless from and against any and all claims, suits, damages, judgments, liabilities, costs, and expenses (including, without limitation, attorneys' fees) made or incurred due to or arising out of your breach of this Agreement, your fraud or willful misconduct, or your violation of any law or the rights of a third party relating to your use of the Access Devices and YAP Services.

**Rights and Remedies:**

Without limiting its other remedies at law or equity, Rêv may warn the Bank and other persons using Rêv-affiliated Cards or YAP Services about any fraudulent, unlawful, illegal, or unethical acts you have committed with YAP Services or your Access Devices, as well as assess a research fee, place a "hold" on (and permanently close) your Account or on certain transactions attempted using YAP Services or your Access Devices. We may also limit access to YAP Services, and we retain the right to terminate or suspend your use of your Access Devices and/or YAP Services or to refuse to carry out certain attempted transactions and/or YAP Services, in our sole discretion, if (1) you breach this Agreement; (2) you use your Access Devices or YAP Services to violate the law or the rights of a third party; (3) we receive a report from a financial institution that you have abused their services; (4) we believe that your use of your Access Devices or YAP Services creates a fraud risk or liability to us, other users of YAP Services, or other third parties; (5) we cannot verify your identity or your mobile phone; or (6) there are insufficient funds in your Account to complete any attempted transaction or YAP Services. Rêv has the right to notify the Bank of any transactions it reasonably considers suspicious.

**Other Terms:**

This Agreement, with the Fee Structure and Privacy Policy incorporated herein by reference, constitutes the entire agreement between you and us with respect to the Card Program. This Agreement will be governed by the laws of the State of Texas. If any provision of this Agreement is determined to be unenforceable under applicable law, the other provisions of this Agreement will remain valid and enforceable. No failure by us to enforce the performance of any provision of this Agreement will constitute a waiver by us of our right to subsequently enforce such provision or any other provisions of this Agreement. Those provisions of this Agreement intended to survive any termination or cancellation of this Agreement shall survive in force upon any such termination or cancellation. Your Account and obligations may not be assigned. We may assign our rights under this Agreement. Your Account is subject to all applicable rules of any clearinghouse or other association involved in transactions. We may suspend or close your Account(s) if we suspect illicit, fraudulent or suspicious activity. If we close your Account(s), we will return to you via check all available funds, net of fees or uncollected transactions. Any translation of this Agreement is provided for your convenience. The meanings of terms, conditions, and representations are subject to definitions and interpretations in the English language, and any translation provided may not accurately represent the information in the original English.

**Amendment and Cancellation:**

We reserve the right to change any of the terms and conditions of this Agreement and other disclosures or requirements by providing advance notice as may be required by law for any change that is adverse to you. If the change is made for security purposes, we may implement the change without prior notice. By maintaining your Account after the effective date of any change, you agree to be bound by any such changes. We may cancel or suspend your Account or Access Devices or this Agreement at any time. You may cancel this Agreement by returning the Card to us. Your termination of this Agreement will not affect any of our rights or your obligations arising under this Agreement prior to termination.

**Arbitration:**

In the event of any dispute or claim arising out of this Agreement or services provided thereunder, you agree that such dispute will be resolved through binding arbitration with the American Arbitration Association (“AAA”), in accordance with AAA’s rules and procedures, including but not limited to the Consumer Due Process Protocol. You are giving up your right to go to court to assert or defend your rights under this Agreement (except for matters that may be taken to small claims court). Your rights will be determined by a neutral arbitrator and not a judge or jury. You are entitled to a fair hearing, but the arbitration procedures are simpler and more limited than rules applicable in court. Further, any such arbitration will take place in a location that is reasonably convenient for both you and us, and the laws of the State of Texas will apply. The decision of an arbitrator will be final and will be subject to enforcement in a court of competent jurisdiction. For more information about AAA arbitration, or to find out how to initiate an arbitration proceeding, call AAA at 1-800-778-7879, visit AAA’s website at [www.adr.org](http://www.adr.org), or write to AAA at 1633 Broadway, 10th Floor, New York, NY 10019.

**Last Updated: March 1, 2013**