

ReadyCARD Prepaid Mastercard® Expense Cardholder Agreement

CUSTOMER SERVICE CONTACT INFORMATION:

Address: PO Box 46730, ATTN: Card Services, Eden Prairie, MN 55344
Website: www.rcbalance.com
Phone Number: 1-866-345-2315

IMPORTANT NOTICES:

- (1) THIS CARD IS ESTABLISHED FOR BUSINESS OR COMMERCIAL PURPOSES, AND NOT INTENDED FOR ANY PERSONAL, FAMILY, OR HOUSEHOLD USE.
- (2) AUTHORIZED USERS DO NOT HAVE ANY RIGHTS OR OWNERSHIP OF THE FUNDS BEYOND THE AUTHORIZED USE OF THE CARD PROVIDED FOR IN THIS AGREEMENT. ANY FUNDS REMAINING ON THE CARD AFTER ITS EXPIRATION DATE, OR YOUR TRAINING TERMINATION, WILL NOT BELONG TO YOU OR BE AVAILABLE TO YOU FOR USE.
- (3) PLEASE READ CAREFULLY. THIS AGREEMENT CONTAINS AN ARBITRATION PROVISION REQUIRING ALL CLAIMS TO BE RESOLVED BY WAY OF BINDING ARBITRATION.
- (4) ALWAYS KNOW THE EXACT DOLLAR AMOUNT AVAILABLE ON THE CARD. MERCHANTS MAY NOT HAVE ACCESS TO DETERMINE THE CARD BALANCE.
- (5) BY ACCEPTING, SIGNING, OR USING THIS CARD, YOU AGREE TO THESE TERMS.

This Cardholder Agreement ("**Agreement**") sets forth the terms and conditions under which the ReadyCARD Prepaid Mastercard Expense Card has been issued. In this Agreement, "**Card**" means the ReadyCARD Prepaid Mastercard Expense Card issued to you by Pathward, National Association. "**We**," "**us**," and "**our**" mean collectively, Pathward, National Association, 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 Ready Credit Corporation, who performs certain services related to the Card on our behalf. "**Corporate Sponsor**" means Spirit Airlines, the business entity funding the Card account who requested that the Card be issued and who owns the funds 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 this Agreement carefully and keep it for future reference.

1. 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 no separate deposit 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 in the funds on the Card, except authorized use of the funds in accordance with this Agreement and approval by the Corporate Sponsor. The funds belong to the Corporate Sponsor, and the underlying funds on deposit with us are not FDIC insured for your benefit. You should treat the Card with the same care as you would treat cash. The Card account 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. In the event we believe a Card or Card account is used for consumer purposes, we may close the Card account and cancel all Cards. All use of the Card account or any Card may be subject to audit. There are no fees associated with the use of your ReadyCARD Prepaid Mastercard Expense Card however, third party fees may apply. The funds remaining on the Card will not be available to you after the earlier of (i) the expiration date found on the Card or (ii) the date your training is completed or terminated, so you should use the funds prior to such date.

Pathward, N.A. will act as custodian of your funds upon its receipt of your funds. Once your Account is activated, you will be able to provide Pathward, as custodian, with instructions about the funds accessible through the Account. Activation of the Account 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 transfer or spend **all** the funds in your Account. Account funds are not FDIC insured.

2. USING THE CARD

a. Accessing Funds and Limitations

The Card is funded by the Corporate Sponsor through Automated Clearing House ("ACH") loads. This is the only load method for the Card account. Each time you use the Card, you authorize us to reduce the value available on the Card by the amount of the transaction and applicable fees. If you use the Card number without presenting the 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 the 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 the Card to: (i) exchange the 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 THE CARD ACCOUNT THROUGH AN INDIVIDUAL TRANSACTION OR A SERIES OF TRANSACTIONS. Nevertheless, if a transaction exceeds the balance of the funds available in the Card account, the Corporate Sponsor will remain fully liable to us for the amount of the transaction.

b. Limits

Withdrawal and Spend Limits*	
Spend Limitations	Limit
Maximum amount in Point of Sale Signature or Point of Sale PIN Transactions	\$75 per day

* Third parties may impose additional limitations.

c. Authorization Holds

With certain types of purchases (such as those made at restaurants, hotels, or similar purchases), the 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.

d. Receipts

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

3. ADDITIONAL TERMS OF THE AGREEMENT

a. Personal Identification Number ("PIN")

You will receive a Personalized Identification Number ("PIN") by calling 1-866-345-2315. 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."

b. 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.

c. 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 the Card balance to go negative.

d. Card Replacement and Expiration

To replace a lost, damaged, or stolen Card, you will need to contact Customer Service or the Corporate Sponsor. 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.

e. 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.

4. 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. A reissued Card may take up to 30 days to process.

5. 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. Further, 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 the Card account to complete the transaction;
- (2) If a merchant refuses to accept the 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 the Card has been blocked after you reported the 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 Agreement with you.

6. LEGAL NOTICES

a. 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.

b. 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.

c. Assignability

You or the Corporate Sponsor 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 the Card account. If we assign our rights, you will get a notification from us.

d. 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 this Agreement without notice). If any provision of this Agreement 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 this Agreement shall not be affected. This Agreement will be governed by the laws of the State of South Dakota except to the extent governed by federal law. Closing the Card will not entitle you to any of the remaining funds.

7. PRIVACY POLICY

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 the Card or the transactions you make to third parties in order to: (1) complete transactions; (2) verify the existence and condition of the 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 (6) comply with government agency or court orders, or other legal reporting requirements.

8. 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.

a. 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.

b. 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 this Agreement, 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 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 Association, Member FDIC, pursuant to license by MasterCard International Incorporated.
© 2017-2022 Pathward, National Association