

Amway Visa® Prepaid Card Cardholder Agreement

CUSTOMER SERVICE CONTACT INFORMATION:

Address: 1200- 475 Howe Street, Vancouver, BC, V6C 2B3

Website: amway.hyperwallet.com

Phone Number: U.S.A. Toll Free: 1-855-698-0085; Worldwide: 001-604-227-1678

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.

This Cardholder Agreement (“**Agreement**”) sets forth the terms and conditions under which the Amway Visa Prepaid Card has been issued. In this Agreement, “**Card**” means the Amway Visa Prepaid Card issued to you by MetaBank®, 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, MetaBank, a federally chartered savings bank, member FDIC, and its divisions, successors, affiliates or assignees, and also includes, unless otherwise indicated, our Program Manager. “**Program Manager**” refers to HSI USA Inc, 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.

Fees Associated with the Card		
Fee Category	Fee Type	Amount
Card Activation Fee	One-time fee upon activation.	\$1.95
Service Fee	Subject to applicable law, beginning 90 days after there has been no activity on your Card, a monthly maintenance fee will be assessed to your Card as long as there are funds remaining and no activity occurs. Such fees may diminish the Card balance before the “Good thru” date on the front of the Card. You may avoid this fee by using your Card at least once every 90 days. This fee is not assessed and accrued when the card balance is \$0.	\$3.00
ATM Transaction Fee	Domestic ATM Withdrawals.	\$1.50
ATM Transaction Fee (International)	International ATM Withdrawals.	\$3.50
ATM Decline Transaction Fee	This fee will be charged in the event an ATM Balance Inquiry causes the decline.	\$0.25
ATM Balance Inquiry Fee	Applies after the second transaction type of the month. Go to amway.hyperwallet.com or call U.S.A. Toll Free: 1-855-698-0085; Worldwide: 001-604-227-1678 to receive access to your balance information at no cost.	\$0.25
Replacement Card Fee	Card is reissued or replaced for any reason except card expiration.	\$6.95
Expedited Shipping (Domestic)	3 - 5 business days for shipping. Please allow 1-2 days for card processing.	\$25.00
Expedited Shipping (International)	3 - 5 business days for shipping. Please allow 1-2 days for card processing.	\$50.00
Foreign Transaction Fee	3% of Transaction amount (see Section on Using Your Card for additional information).	3%
Over the Counter Cash Withdrawal	This fee is applied upon cash withdrawal from a live teller at a bank.	\$5.00
Balance Refund Fee	Applies upon request to close account and refund remaining balance	\$15.00

via check.

ATM Fees: When you use an ATM, a fee may be charged by the ATM operator or any network used to complete the transaction (and a fee may be charged for a balance inquiry even if you do not complete a fund transfer).

Although your Card may have an expiration date, the funds on your Card do not expire. Upon expiration, you must call customer service at U.S.A. Toll Free: 1-855-698-0085; Worldwide: 001-604-227-1678 and obtain a new card to access the remaining balance on your Card.

Questions? Please contact Customer Service at U.S.A. Toll Free: 1-855-698-0085; Worldwide: 001-604-227-1678 or amway.hyperwallet.com

1. ABOUT THE 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. The funds in the Card account are held in a custodial account with us on your company's behalf and are insured by the Federal Deposit Insurance Corporation ("FDIC"), subject to applicable limitations and restrictions of such insurance.

2. USING THE CARD

a. 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.

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. Limits

Load, Withdrawal and Spend Limits*	
Load Limitations	Limit
Maximum Card balance at any time	\$75,000
Total number of times the Corporate Sponsor can reload your Card	50 times per 15 days or sum of \$75,000 within 15 days
Withdrawal Limitations	Limit
Total number of ATM withdrawals*	No limit to the number of times per day
Maximum amount of ATM withdrawal*	\$500.00 per day / \$ 500.00 per transaction
Total number of over the counter cash withdrawals*	No limit to the number of times per day

Maximum amount per over the counter cash withdrawal*	\$2500.00 per day / \$2500.00 per transaction
Total number of cashback cash withdrawals*	No limit to the number of times per day
Maximum amount per cashback cash withdrawal*	\$2500.00 per day / \$2500.00 per transaction
Spend Limitations	Limit
Maximum amount in Point of Sale Signature or Point of Sale PIN Transactions	\$2500.00 per day / \$2500.00 per transaction
* Third parties may impose additional limitations.	

c. 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 Long Form. 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.

d. 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.

e. 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, the Corporate Sponsor, or the merchant.

3. ADDITIONAL TERMS OF THE AGREEMENT

a. Personal Identification Number ("PIN")

You will be prompted to select a PIN when you activate the Card. You must activate the Card before it can be used. You may activate the Card by calling U.S.A. Toll Free: 1-855-698-0085; Worldwide: 001-604-227-1678 or online at amway.hyperwallet.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."

b. 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.

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 your balance to go negative.

d. 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. Upon expiration, you must call customer service

at U.S.A. Toll Free: 1-855-698-0085; Worldwide: 001-604-227-1678 and obtain a new card to access the remaining balance on your Card.

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 IMMEDIATELY. We will ask for the Card number and other identifying details. **We may not be able to assist you if you do not have the Card number.** We may not be able to assist you if you do not contact us within 60 days of the unauthorized transaction. We will charge a fee as noted in the fee table above (subject to applicable law) for any lost/stolen Card, which will be deducted from the balance on the Card. A reissued Card may take up to 30 days to process.

5. 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.

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

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 Long Form. We reserve the right to close your Card account should you complete or attempt to complete any of the prohibited actions in this Agreement.

c. 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.

d. Legal Process

Regardless of where or how we are served, we will comply with any state or federal legal process, including, without limitation, any writ of attachment, adverse claim, execution, garnishment, tax levy, restraining order, subpoena or warrant we believe to be valid relating to you or your Card. You agree that we will honor legal process that is served personally, by mail, or by facsimile transmission at any of our offices (including locations other than where the

funds, records or property sought is held), even if the law requires personal delivery at the office where your Card account records are maintained. You agree that we will have no liability to you for honoring any such legal process. You also agree that we will have no obligation to assert on your behalf any applicable exemptions to execution or attachment under any applicable state or federal law. We will enforce a right of security interest against any of your Card accounts in order to reimburse us for our fees and expenses, including attorneys' fees, court costs and expenses, in complying with legal process. We may refuse to permit withdrawals or transfers from your account until such legal process is satisfied or dismissed, even if such action results in insufficient funds to satisfy an obligation you may have incurred. We may deduct such expenses from your Card account or any other account you may have with us without prior notice to you, or we may bill you directly for such expenses and fees. You agree to release and indemnify, defend and hold us harmless from all actions, claims, liabilities, losses, costs and damages including, without limitation, attorneys' fees, associated with our compliance with any legal process. When we receive an order instructing us to restrict access to funds in a Card account, we may remove the funds from the account and maintain them separately.

e. 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 except to the extent governed by federal law. 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.

7. JURY TRIAL WAIVER AND ARBITRATION

YOU AND WE ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL RIGHT BUT MAY BE WAIVED IN CERTAIN CIRCUMSTANCES. 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.

IN THE EVENT OF ANY DISPUTE OR CLAIM RELATING IN ANY WAY TO THIS AGREEMENT, YOU AGREE THAT SUCH DISPUTE WILL BE RESOLVED BY BINDING ARBITRATION WITH THE AMERICAN ARBITRATION ASSOCIATION, UTILIZING THEIR RULES OF PROCEDURE, UNLESS WE AGREE TO AN ALTERNATIVE RESOLUTION. FURTHER, ANY SUCH ARBITRATION WILL TAKE PLACE IN SIOUX FALLS, SOUTH DAKOTA, AND THE LAWS OF THE STATE OF SOUTH DAKOTA WILL APPLY. THE DECISION OF AN ARBITRATOR WILL BE FINAL AND SUBJECT TO ENFORCEMENT IN A COURT OF COMPETENT JURISDICTION.

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

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