

E-Sign Agreement
AGREEMENT AND CONSENT TO RECEIVE ELECTRONIC DISCLOSURES

This E-SIGN Consent contains important information regarding your transaction of business with us electronically. Please read it carefully and keep a copy for your records. You should not enroll to receive a Card or Account or accept this agreement from a public computer.

This Agreement and Consent to Receive Electronic Disclosures (“E-SIGN Consent”) applies to your Total Rewards® Payment Card and Account (“Account”) with MetaBank and is being provided pursuant to the federal Electronic Signatures in Global and National Commerce Act. We may amend this Disclosure at any time by posting a revised version at www.totalrewards.com/paymentcard. In order to sign up for an Account electronically, you will be required to acknowledge receipt of these disclosures, agree that you have read the Disclosures and consent to the electronic delivery of all Disclosures.

Consent to Receive Electronic Disclosures

By clicking “ACCEPT,” you acknowledge the electronic receipt of this Disclosure and agree to receive any and all communications, agreements, documents, notices, and disclosures (collectively “Disclosures”) that we provide to you regarding your Account electronically. We will provide these disclosures online at www.totalrewards.com/paymentcard and within the Total Rewards® app. You acknowledge that you are able to electronically access and print such Disclosures.

Hardware and Software Requirements to Access Disclosures

In order to access and retain electronic Disclosures, you will need:

- A computer or other device with an Internet connection;
- A monitor or other device to view the Disclosures using your Internet browser;
- A current Internet web browser which is capable of supporting HTML and 128 bit TLS encryption;
- Adobe Acrobat® version 9.0 and above to open any documents in .pdf format;
- Access to a computer and operating system that can support these functions and software, and that has sufficient storage space for you to save the Disclosures for later reference or an installed printer to print the Disclosures.

We will notify you if there are any material changes to the hardware or software needed to receive electronic Disclosures regarding your Account. By giving your consent, you are confirming that you have access to the necessary equipment and are able to receive, open, and print or download a copy of any Disclosures for your records.

Requesting a Paper Copy of Electronic Disclosures

Your agreement to receive Disclosures from us in electronic form does not mean you cannot obtain a paper copy of any Disclosure provided to you electronically. You may request such a paper copy free of charge by contacting Customer Service at 1-800-755-8713 or totalrewards.com/paymentcard or by writing to us at Card Services, 520 W. 103rd Street, #256, Kansas City, Missouri 64114.

Withdrawing Your Consent

You may withdraw your consent to receive Disclosures electronically by contacting Customer Service at 1-800-755-8713 or writing to us at Card Services, 520 W. 103rd Street, #256, Kansas City, Missouri 64114. If you do so, we will mail paper versions of all Disclosures to you at no additional cost. If you have withdrawn your consent and wish to consent to receive electronic Disclosures again in the future, you may do so by contacting Customer Service at 1-800-755-8713 or writing to us at Card Services, 520 W. 103rd Street, #256, Kansas City, Missouri 64114.

Update Your Contact Information

You may update your contact information via the Total Rewards® app.

By clicking “ACCEPT”, you are acknowledging that (1) you consent to the electronic delivery of Disclosures, and (2) you are able to download or print a copy of the Disclosures.

Total Rewards® Payment Cardholder Agreement

CUSTOMER SERVICE CONTACT INFORMATION:

Card Services, 520 W. 103rd Street, #256, Kansas City, Missouri 64114
totalrewards.com/paymentcard
1-800-755-8713

IMPORTANT NOTICES:

- (1) THIS CARDHOLDER AGREEMENT COVERS USE OF YOUR PHYSICAL CARD ONLY. ANY REFERENCES TO OR AGREEMENTS BETWEEN YOU AND CAESARS ENTERTAINMENT CORPORATION, PAYWITH WORLDWIDE, INC, STORE FINANCIAL SERVICES, LLC OR ANY OTHER ENTITY REGARDING TOTAL REWARDS® CREDITS, FUNDING, ACCOUNTS, OR USE OF THE MOBILE APPLICATION, ARE PURELY INFORMATIONAL. METABANK DOES NOT SPONSOR OR ENDORSE THOSE PROGRAMS.
- (2) THIS CARD HAS BEEN ISSUED FOR LOYALTY/AWARD/PROMOTIONAL PURPOSES AND IS NOT A GIFT CARD; NOR IS IT INTENDED FOR GIFTING PURPOSES.
- (3) PLEASE READ CAREFULLY. THIS AGREEMENT CONTAINS AN ARBITRATION PROVISION (“DISPUTE CLAUSE” SECTION) REQUIRING ALL CLAIMS TO BE RESOLVED BY WAY OF BINDING ARBITRATION.
- (4) YOUR CARD DOES NOT HAVE A BALANCE, BUT IS USED AS A MECHANISM FOR SPENDING YOUR TOTAL REWARDS® CREDITS. TOTAL REWARDS® IS NOT A METABANK PRODUCT OR SERVICE, NOR DOES METABANK ENDORSE THE PROGRAM.
- (5) BY ACCEPTING, SIGNING, OR USING THIS CARD, YOU AGREE TO THESE TERMS.

Expiration Date associated with your Card

Although your Card may have an expiration date, the rewards credits that are associated with your Card are not linked to expiration of the Card. If your Card expires or becomes lost or stolen, you must contact Customer Service at 1-800-755-8713 or totalrewards.com/paymentcard or by writing to us at Card Services, 520 W. 103rd Street, #256, Kansas City, Missouri 64114 to request a new Card.

This Cardholder Agreement (“Agreement”) sets forth the terms and conditions under which the Total Rewards® Payment Card has been issued to you. In this Agreement, “Card” means the Total Rewards® Payment Card issued to you by MetaBank®. “You”, “your” and “cardholder” means the person or persons who have received the Card and are authorized to use the Card as provided for in this Agreement. “We,” “us,” and “our” mean MetaBank, our successors, affiliates or assignees. “Sponsor” means PayWith Worldwide, Inc, the distributor and marketer of the Card. “Sponsor Account” means the account you may access via the Total Rewards® mobile application (the “Total Rewards® app”). The Card will remain the property of MetaBank and must be surrendered upon demand. The Card is nontransferable, and it may be canceled, repossessed, or revoked at any time without prior notice subject to applicable law. Please read this Agreement carefully and keep it for future reference.

1. ABOUT YOUR CARD

Your Card does not have a specific loaded value. It is used for accessing rewards credits that are associated with your Total Rewards® Sponsor Account, which can be utilized to purchase goods and services at participating merchants. You do not have the ability to add funds to the Card. However, the Sponsor from whom you received your Card will add funds to your Card to settle transactions you make with your Card. Your 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 credit card.

2. USING YOUR CARD

a. Accessing Funds and Limitations

You must activate your Card by registering the Card via the Total Rewards® Total Rewards® app. The available balance accessible to you after activation is provided by the Sponsor of the program, not by the issuer of the Card. The Sponsor is fully responsible for ensuring funds are available to settle transactions made with your Card at participating merchants. Card transactions at participating merchants will be authorized by utilizing rewards credits earned in your Total Rewards® Sponsor Account and/or from any funding instruments you may have assigned to your Sponsor Account.

Each time you use your Card at participating merchants, you authorize us to reduce the available balance in your Sponsor Account by the amount of the transaction made using your Card at a participating merchant. Your Card cannot be redeemed for cash or be used to obtain cash in any transaction. The Card cannot be used to make recurring payments, to make preauthorized transactions (such as pre-paying for a hotel stay, a car rental, or at the pump for gas or other transactions where the actual or final amount of the transaction is unknown at the time the Card is authorized for use), to make payment on a credit account. In no event may the Card be used to redeem cash or conduct illegal transactions. For security reasons, we may limit the amount or number of transactions you can make on the Card. We may refuse to process any transaction that we believe may violate the terms of this Agreement. You may not use the Card at merchants outside the United States (including internet, mail or telephone order merchants based outside the United States).

Each time you use your Card, you represent and warrant to us that you are either the Cardholder or an authorized user of the Card. If you permit someone else to use your Card, we will treat this as if you have authorized such use and you will be responsible for any transactions made subject to such use.

b. Obtaining Balance Information

The current balance available for use can be verified in the Total Rewards® app. You may also obtain information about the available balance in your Sponsor Account at no charge by contacting Customer Service. This information, along with a 60-day history of your Sponsor Account transactions, is also available via the Total Rewards® app. You also have the right to obtain a sixty (60) day written history of your Sponsor Account transactions by contacting Customer Service.

c. Returns and Refunds

If you are entitled to a refund for any reason for goods or services obtained with your Card, the return and refund will be handled by the merchant. If the merchant credits your Card, the credit may not be immediately available in your Sponsor Account. 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. If the merchant credits your Card, access to those funds will only be available through your Total Rewards® app. If for some reason, whether technical or otherwise, funds are put on your Card and are not made available through your Total Rewards® app, the funds on that Card will not expire. Access to those funds will be handled by the Sponsor.

d. Receipts

You may wish to retain receipts as a record of transactions. Receipts will be required if you need to verify a transaction.

e. Split Transactions and other uses

If you do not have enough funds available in your Sponsor Account, you can 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 conduct split transactions. Some merchants will only allow you to do a split transaction if you pay the remaining amount in cash.

YOU ARE NOT ALLOWED TO EXCEED THE AVAILABLE BALANCE OF THE SPONSOR ACCOUNT ACCESSIBLE BY YOUR CARD. If you attempt to use the Card when there are insufficient funds associated with the Sponsor Account, the transaction will generally be declined. Nevertheless, if a transaction that exceeds the available balance of the funds in your Sponsor Account due to a systems malfunction or otherwise, you shall remain fully liable to us for the amount of the transaction that exceeds the available balance in your Sponsor Account.

3. REPLACEMENT CARD

The "valid thru" date indicated on the front of your Card is not an expiration date, but is intended primarily for fraud protection purposes. After the "valid thru" date, access to your available balance in the Sponsor Account through the Card will be temporarily unavailable until you contact Customer Service for a replacement Card with a new "valid thru" date.

4. BUSINESS DAYS

For purposes of these disclosures, our business days are 7 days a week, 365 days a year.

5. 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 may 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 reserve the right to investigate any claim you may make with respect to a lost or stolen Card or unauthorized transaction, and you agree to cooperate with such investigation. 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.

6. 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 your Card. Further, we will not be liable:

- (1) If, through no fault of ours, you do not have a sufficient balance in your Sponsor Account to complete the transaction;
- (2) If a merchant refuses to accept your 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 your Card has been blocked after you reported your Card lost or stolen;
- (5) If we have reason to believe the requested transaction is unauthorized;
- (6) 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
- (7) For any other exception stated in our Agreement with you.

7. OTHER TERMS

The Card and your obligations under this Agreement may not be assigned. We may transfer our rights under this Agreement. Use of your Card is subject to all applicable rules and customs of any clearinghouse or other association involved in transactions. We do not waive our rights by delaying or failing to exercise them at any time. 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 law of the state of South Dakota except to the extent governed by federal law.

8. AMENDMENT AND CANCELLATION

We may amend or change the terms of this Agreement at any time, subject to applicable law. You will be notified of any change in the manner required by applicable law prior. However, if the change is made for security purposes, we can implement such change without prior notice. You may cancel your Card and close your Sponsor Account at any time by contacting Customer Service. Your termination of this Agreement will not affect any of our rights or your obligations arising under this Agreement prior to termination.

9. TELEPHONE MONITORING/RECORDING

We may monitor and/or record telephone calls between you and us to assure the quality of our customer service or as required by applicable law.

10. WAIVER OF RIGHT TO TRIAL BY JURY

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. THIS JURY TRIAL WAIVER SHALL NOT AFFECT OR BE INTERPRETED AS MODIFYING IN ANY FASHION THE DISPUTE CLAUSE SET FORTH IN THE FOLLOWING SECTION, IF APPLICABLE, WHICH CONTAINS ITS OWN SEPARATE JURY TRIAL WAIVER.

11. DISPUTE CLAUSE

We have put this Dispute Clause in question and answer form to make it easier to follow. However, this Dispute Clause is part of this Agreement and is legally binding.

Background and Scope.

<u>Question</u>	<u>Short Answer</u>	<u>Further Detail</u>
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What is arbitration?	An alternative to court	In arbitration, a third party arbitrator ("Arbitrator") solves Disputes in an informal hearing.
Is it different from court and jury trials?	Yes	The hearing is private. There is no jury. It is usually less formal, faster and less expensive than a lawsuit. Pre-hearing fact finding is limited. Appeals are limited. Courts rarely overturn arbitration awards.
Can you opt-out of this Dispute Clause?	Yes, within 60 days	If you do not want this Dispute Clause to apply, you must send us a signed notice within 60 calendar days after you purchase the Card. You must send the notice in writing (and not electronically) to our Notice Address, Attn: General Counsel. Provide your name, address and Card number. State that you "opt out" of the dispute clause.
What is this Dispute Clause about?	The parties' agreement to arbitrate Disputes	Unless prohibited by applicable law and unless you opt out, you and we agree that you or we may elect to arbitrate or require arbitration of any "Dispute" as defined below.
Who does the Dispute Clause cover?	You, us and certain "Related Parties"	This Dispute Clause governs you and us. It also covers certain "Related Parties": (1) our parents, subsidiaries and affiliates; (2) our employees, directors, officers, shareholders, members and representatives; and (3) any person or company that is involved in a Dispute you pursue at the same time you pursue a related Dispute with us.
What Disputes does the Dispute Clause cover?	All Disputes (except certain Disputes about this Dispute Clause)	This Dispute Clause governs all "Disputes" that would usually be decided in court and are between us (or any Related Party) and you. In this Dispute Clause, the word "Disputes" has the broadest reasonable meaning. It includes all claims even indirectly related to your Card or this Agreement. It includes claims related to the validity in general of this Agreement. However, it does not include disputes about the validity, coverage or scope of this Dispute Clause or any part of this Dispute Clause. (This includes a Dispute about the rule against class arbitration.) All such disputes are for a court and not an Arbitrator to decide.
Who handles the arbitration?	Usually AAA or JAMS	Arbitrations are conducted under this Dispute Clause and the rules of the arbitration administrator in effect when the arbitration is started. However, arbitration rules that conflict with this Dispute Clause do not apply. The arbitration administrator will be either: <ul style="list-style-type: none"> • The American Arbitration Association ("AAA"), 1633 Broadway, 10th Floor, New York, NY 10019, www.adr.org. • JAMS, 620 Eighth Avenue, 34th Floor, New York, NY 10018, www.jamsadr.org • Any other company picked by agreement of the parties. If all the above options are unavailable, a court will pick the administrator. No arbitration may be administered without our consent by any administrator that would permit a class arbitration under this Dispute Clause. The arbitrator will be selected under the administrator's rules. However, the arbitrator must be a lawyer with at least ten years of experience or a retired judge unless you and we otherwise agree.
Can Disputes be litigated?	Sometimes	Either party may bring a lawsuit if the other party does not demand arbitration. We will not demand arbitration of any lawsuit you bring as an individual action in small-claims court. However, we may demand arbitration of any appeal of a small-claims decision or any small-claims action brought on a class basis.
Are you giving up any rights?	Yes	For Disputes subject to this Dispute Clause, you give up your right to: <ol style="list-style-type: none"> 1. Have juries decide Disputes. 2. Have courts, other than small-claims courts, decide Disputes. 3. Serve as a private attorney general or in a representative capacity. 4. Join a Dispute you have with a dispute by other consumers. 5. Bring or be a class member in a class action or class arbitration. We also give up the right to a jury trial and to have courts decide Disputes you wish to arbitrate.
Can you or another consumer start a class arbitration?	No	The Arbitrator is not allowed to handle any Dispute on a class or representative basis. All Disputes subject to this Dispute Clause must be decided in an individual arbitration or an individual small-claims action. This Dispute Clause will be void if a court rules that the Arbitrator can decide a Dispute on a class basis and the court's ruling is not reversed on appeal.
What law applies?	The Federal Arbitration Act ("FAA")	This Agreement and the Cards involve interstate commerce. Thus, the FAA governs this Dispute Clause. The Arbitrator must apply substantive law consistent with the FAA. The Arbitrator must honor statutes of limitation and privilege rights. Punitive

		damages are governed by the constitutional standards that apply in judicial proceedings.
Will anything I do make this Dispute Clause ineffective?	No	This Dispute Clause stays in force even if: (1) you or we end this Agreement; or (2) we transfer or assign our rights under this Agreement.

Process.

What must a party do before starting a lawsuit or arbitration?	Send a written Dispute notice and work to resolve the Dispute	Before starting a lawsuit or arbitration, the complaining party must give the other party written notice of the Dispute. The notice must explain in reasonable detail the nature of the Dispute and any supporting facts. If you are the complaining party, you must send the notice in writing (and not electronically) to our Notice Address, Attn: General Counsel. You or an attorney you have personally hired must sign the notice and must provide the Card number and a phone number where you (or your attorney) can be reached. A letter from us to you will serve as our written notice of a Dispute. Once a Dispute notice is sent, the complaining party must give the other party a reasonable opportunity over the next 30 days to resolve the Dispute on an individual basis.
How does an arbitration start?	Mailing a notice	If the parties do not reach an agreement to resolve the Dispute within 30 days after notice of the Dispute is received, the complaining party may commence a lawsuit or an arbitration, subject to the terms of this Dispute Clause. To start an arbitration, the complaining party picks the administrator and follows the administrator's rules. If one party begins or threatens a lawsuit, the other party can demand arbitration. This demand can be made in court papers. It can be made if a party begins a lawsuit on an individual basis and then tries to pursue a class action. Once an arbitration demand is made, no lawsuit can be brought and any existing lawsuit must stop.
Will any hearing be held nearby?	Yes	The Arbitrator may decide that an in-person hearing is unnecessary and that he or she can resolve a Dispute based on written filings and/or a conference call. However, any in-person arbitration hearing must be held at a place reasonably convenient to you.
What about appeals?	Very limited	Appeal rights under the FAA are very limited. The Arbitrator's award will be final and binding. Any appropriate court may enter judgment upon the arbitrator's award.

Arbitration Fees and Awards.

Who bears arbitration fees?	Usually, we do.	We will pay all filing, administrative, hearing and Arbitrator fees if you act in good faith, cannot get a waiver of such fees and ask us to pay.
When will we cover your legal fees and costs?	If you win	If you win an arbitration, we will pay the reasonable fees and costs for your attorneys, experts and witnesses. We will also pay these amounts if required under applicable law or the administrator's rules or if payment is required to enforce this Dispute Clause. The Arbitrator shall not limit his or her award of these amounts because your Dispute is for a small amount.
Will you ever owe us for arbitration or attorneys' fees?	Only for bad faith	The Arbitrator can require you to pay our fees if (and only if): (1) the Arbitrator finds that you have acted in bad faith (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)); and (2) this power does not make this Dispute Clause invalid.
Can an award be explained?	Yes	A party may request details from the Arbitrator, within 14 days of the ruling. Upon such request, the Arbitrator will explain the ruling in writing.

This Card is issued by MetaBank, Member FDIC.

5501 S. Broadband Lane

Sioux Falls, SD 57108

1-800-755-8713

totalrewards.com/paymentcard

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FACTS

WHAT DOES METABANK DO WITH YOUR PERSONAL INFORMATION?

Why?

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

What?

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and Income
- Account balances and Transaction history
- Credit history and Assets

When you are *no longer* our customer, we continue to share your information as described in this notice.

How?

All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons MetaBank chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does MetaBank share?	Can you limit this sharing?
For our everyday business purposes – such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes - to offer our products and services to you	Yes	No
For joint marketing with other financial companies	Yes	No
For our affiliates' everyday business purposes - Information about your transactions and experiences	No	We do not share
For our affiliates' everyday business purposes - Information about your creditworthiness	No	We do not share
For our affiliates to market to you	No	We do not share
For nonaffiliates to market to you	No	We do not share

Questions?

Go to www.metabank.com.

Who we are

Who is providing this notice?	This privacy policy is provided by MetaBank and applies to MetaBank card products and services.
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What we do

How does MetaBank protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does MetaBank collect my personal information?	We collect your personal information, for example when you <ul style="list-style-type: none">• Open an account or Apply for a loan• Make deposits or withdrawals from your account or Provide account information• Make a wire transfer We also may collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only <ul style="list-style-type: none">• Sharing for affiliates' everyday business purposes – information about your creditworthiness• Affiliates from using your information to market to you• Sharing for nonaffiliates to market to you State law and individual companies may give you additional rights to limit sharing. [See below for more on your rights under state law.]

Definitions

Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none">• <i>MetaBank does not share with our affiliates.</i>
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none">• <i>MetaBank does not share with nonaffiliates so they can market to you.</i>
Joint Marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. <ul style="list-style-type: none">• <i>Our joint marketing partner(s) include nonaffiliated financial companies that we may partner with to jointly market financial products or services to you.</i>

Other important information

Special Notice for State Residents

Residents of California or Vermont: We will not share with nonaffiliates except for our own marketing purposes, our everyday business purposes, or with your consent.

Residents of Nevada: We are providing this notice pursuant to Nevada law.