

Date: July 27, 2016
Client: Kahlúa
Program: Kahlúa Holiday Hook-Up Rewards Program
Subject: Terms & Conditions

Mandatories

NO PURCHASE NECESSARY. Void where prohibited. The Kahlúa Holiday Hook-Up Rewards Program is sponsored by Pernod Ricard USA, LLC. Open to legal residents of the 50 U.S. and D.C., 21 or older. Begins 12:00 a.m. ET on 9/1/16 & ends 11:59 p.m. ET on 1/1/17. For Terms & Conditions and to participate without making a purchase, visit kahluarewards.com. All rewards are subject to availability. By texting KAHLUAHOOKUP to 811811 you consent to receive up to 6 automated text messages to the number you provided from Snipp Interactive. Reply HELP to 811811 for help or STOP to 811811 to stop receiving messages. Your consent to the above is not required to make a purchase. MSG & Data Rates May Apply.

KAHLUA HOLIDAY HOOK-UP REWARDS PROGRAM TERMS AND CONDITIONS

PLEASE READ THIS DOCUMENT CAREFULLY! IT CONTAINS VERY IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND OBLIGATIONS, AS WELL AS LIMITATIONS AND EXCLUSIONS THAT MAY APPLY TO YOU IF YOU PARTICIPATE IN THIS PROGRAM.

By participating in the Kahlúa Holiday Hook-Up Rewards Program ("**Program**"), you acknowledge and agree to be bound by all of the terms and conditions ("**Terms**") stated herein. If you do not agree to these Terms, do not participate in the Program. Rewards are available through Pernod Ricard USA, LLC ("**Sponsor**"). Sponsor reserves the right to modify or terminate the Program at any time and in any manner, in whole or in part, as outlined below. You agree that you will review these Terms periodically and that you shall be bound by these Terms and modifications hereof.

1. **Program Period:** The Program begins September 1, 2016 at 12:00:01 a.m. Eastern Time ("ET") and ends January 1, 2017 at 11:59:59 p.m. ET (the "**Program Period**").
2. **Eligibility:** Participation in the Program is only open to individuals who are legal residents of the fifty (50) United States and the District of Columbia, who are at least twenty one (21) years of age as of the date of participation and have the capacity to enter into a binding contract. The Program is void elsewhere and where prohibited. Officers, directors and employees of Sponsor (and affiliates, if applicable), its (and their respective) parents, subsidiaries, and affiliates; individuals or entities responsible for the development, printing, distribution and implementation of this Program; suppliers, distributors and retailers of alcohol-beverage products; and individuals who are employees of or members of the immediate family or household, whether or not related, of any of the foregoing (collectively, the "**Released Parties**") are not eligible to participate or to receive a reward.
3. **How to Redeem Rewards:** There is **NO PURCHASE NECESSARY** to participate in the Program. California residents are only eligible to receive the Pandora One Reward, as indicated below.

- a) **ONE via Qualifying Purchase/MMS:** During the Program Period, you may participate via text by purchasing any qualifying Kahlúa product (750ml or over) (the “**Qualifying Purchase**”). Then, send a text message with the keyword “KAHLUAHOOKUP” to the short code “811811”. Next, you will receive a text message back with instructions to click on the URL provided and complete the registration form, including uploading a photo of your receipt indicating the purchase(s) on the receipt as well as the date the purchase was made (**purchase must be completed by December 31, 2016**) to receive a reward, as outlined below (the “**Reward Redemption**”).

Text messaging method of participation requires 2-way text messaging capable device. You may receive up to six (6) automated text messages in conjunction with the Program. Data and text-messaging rates may apply. Text “STOP” to 811811 to stop. Text “HELP” to 811811 for help.

- b) **TWO via Qualifying Purchase/Email:** To participate via Qualifying Purchase/email, you must first make a Qualifying Purchase. Then, send an email to redeem@kahluarewards.com. Then, you will receive an email from the Sponsor with instructions to click on the URL provided and complete the registration form, including uploading a photo of your Qualifying Purchase receipt indicating the purchase(s) on the receipt as well as the date the purchase was made (**purchase must be completed by December 31, 2016**) to receive a reward, as outlined below (the “**Reward Redemption**”). Normal Internet access and usage charges imposed by participants’ online service will apply and are participants’ sole responsibility. All components of email must be included and complete for the email to be eligible.
- c) **THREE via Qualifying Purchase/Website:** To participate via Qualifying Purchase/Website, you must first make a Qualifying Purchase. Then, visit KahluaRewards.com (the “**Website**”) and complete the registration form, including uploading a photo of your Qualifying Purchase receipt indicating the purchase(s) on the receipt as well as the date the purchase was made (**purchase must be completed by December 31, 2016**) to receive a reward, as outlined below (the “**Reward Redemption**”).

Any more than four (4) Kahlúa products appearing on the Qualifying Purchase receipt will not be redeemable for rewards. Qualifying Purchase receipt must indicate the number of Kahlúa products required for desired reward. For example, in order to receive the Movie Ticket reward, Qualifying Purchase receipt must include only two (2) qualifying Kahlúa products. Please note, only the first receipt submitted in a week will result in a reward and reward redemption is not cumulative.

Participation in the Program is subject to the Terms, as well as policies and procedures that Sponsor may adopt or modify from time to time. Any failure to abide by the Terms or any policies or procedures implemented by Sponsor, any conduct detrimental to Sponsor, or any misrepresentation or fraudulent activities in connection with this Program, or failure to act in a manner consistent with federal, state, or local laws, regulations or ordinances, may result,

in addition to any rights or remedies available to Sponsor in law or equity, in the termination of membership in the Program, in Sponsor's sole discretion.

- d) **FOUR via Mail-In (to Receive the Pandora One Reward Only): No Purchase Necessary.** To participate via mail-in for the opportunity to receive the Pandora One reward only, hand print your first and last name, full address, date of birth, day and evening phone numbers, and email address, on one 3" x 5" piece of paper and mail it in an envelope with proper postage affixed, to: Kahlúa Holiday Hook-Up Rewards Program, PO Box 7725, Melville, NY 11775-7725. You will receive Pandora One reward(s) (as outlined below) for each qualifying mail-in reward redemption you submit in accordance with these instructions (the "**Reward Redemption**"). Limit one (1) Reward Redemption per hand-addressed stamped envelope. All mail-in Rewards Redemptions must be handwritten and mail-in Reward Redemptions must be postmarked by January 2, 2017 and received by January 9, 2017 to be eligible. All mail-in Reward Redemptions become the exclusive property of Sponsor and none will be acknowledged or returned. Proof of sending or submission will not be deemed to be proof of receipt by Sponsor. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible, illegible, misdirected or postage-due mail-in Reward Redemptions, which will be disqualified.

Participants may earn only one (1) reward per week (first reward submitted by any method). Weeks run from Sunday to Saturday, except for the first week, which runs Thursday to Saturday, and the final week, which runs Sunday to Thursday (and includes all mail-ins through January 9, 2017). Purchase must be completed by **December 31, 2016. Receipt must be submitted by January 1, 2017 (and mail-ins must be submitted by January 2, 2017).**

The person participating in the Program/redeeming rewards will be deemed the participant (the "**Participant**"). In the event of a dispute as to the identity of a Participant, the Participant will be deemed authorized account holder of the mobile phone number/email account used to participate. "Authorized account holder" of the mobile phone number/email account is defined as the natural person who is assigned to the mobile phone number/email account by a Phone Access provider/internet service provider, or other organization (e.g., business, educational institution, etc.) that is responsible for assigning phone numbers/email addresses.

NOTE ABOUT PARTICIPATING IN THE PROGRAM VIA TEXT USING A DEVICE: When you use your device and/or transmit data via your device, standard data/text messaging rates may apply according to the terms and conditions of your service agreement with your wireless carrier. Other charges may apply (such as normal airtime and carrier charges) and may appear on your mobile phone bill or be deducted from your prepaid account balance. Wireless carriers' rate plans may vary, and you should contact your wireless carrier for more information on rate plans and charges relating to your participation in this Sweepstakes. Check your device's capabilities for specific instructions.

4. Rewards:

Reward	Value	Number of Kahlúa Products per Qualifying Purchase Receipt (or Mail-In Rewards Redemptions for Pandora One only) Necessary
One (1) Month of Pandora One	\$4.99	1
Two (2) Movie Tickets awarded via SnippTix (<u>not available to residents of California</u>)	\$26	2
A \$20 Uber Credit (<u>not available to residents of California</u>)	\$20	3 or more

Participants must allow six to eight weeks for fulfillment of rewards. Rewards will be sent via email to the email address submitted at the time of participation. Return of any reward or reward notification as undeliverable will result in forfeiture of reward. Sponsor reserves the right to stop sending rewards to any Participant that it suspects is using rewards (or submitting claims) in violation of these Terms, to be determined in its sole discretion. Rewards are subject to expiration dates and restrictions may apply. An Uber account is required to be opened in order to redeem the credit. Movie ticket redeemable at select theatres and is subject to additional restrictions. Participant will not be able to select the specific month for redemption of Pandora One credit.

See Exhibit A for additional Rewards Terms.

5. Modification, Termination or Extension of Program Terms:

- a. **Modification to Terms:** Participation in the Program is offered at the discretion of Sponsor and it reserves in its sole discretion the right to modify the Terms, benefits, reward levels, conditions of participation, rules for issuing, redeeming, retaining, using or forfeiting rewards and their respective duration or timing, or any other aspect of the Program, in whole or in part, at any time. Sponsor will give reasonable advance notice of any modification of the Terms hereof. Participants understand that the most recent version of the Terms will be located at the Kahlúa Holiday Hook-Up Rewards Program website. A participant's continued use of the Program following the posting on the Kahlúa Holiday Hook-Up Rewards Program website of conspicuous notice of any modification will indicate Participant's acceptance of any modification to the Terms hereof. Any Participant may object to the modification to the Program and/or its Terms by no longer participating.

- b. **Termination:** The Program will terminate at 11:59:59 p.m. ET on 1/1/2017, or earlier at the sole discretion of Sponsor. In the event of early termination, Sponsor shall give conspicuous notice at least one (1) month prior to the date that such termination becomes effective, during which time Participants may still redeem rewards, provided however, that you agree that Sponsor shall not be required to give one (1) month notice if such termination is due to the filing of a petition in bankruptcy, an adjudication of bankruptcy, insolvency, an assignment for the benefit of creditors, or any other discontinuance of business. All Rewards must be redeemed prior to the effective date of termination. You should not rely upon the continued availability of the Program in connection therewith, in Sponsor's sole discretion.
- c. **Extension:** Sponsor may, at its sole discretion, extend the Program beyond the expiration date set forth above. In the event Sponsor does extend the Program, Sponsor shall give conspicuous notice prior to the date that such extension becomes effective. Participants who participate in the Program after the extension agree to be bound by the Terms then in effect at the time of Program extension.
6. **Limitation of Liability:** SPONSOR WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY INJURY, LOSS, CLAIM, DAMAGE, OR ANY SPECIAL, EXEMPLARY, PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION LOST PROFITS OR LOST SAVINGS), WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, THAT ARISES OUT OF OR IS IN ANY WAY CONNECTED WITH (A) ANY USE OF THE PROGRAM, (B) ANY FAILURE OR DELAY BY SPONSOR IN CONNECTION WITH THE PROGRAM (INCLUDING, WITHOUT LIMITATION, THE USE OF, OR INABILITY TO USE, ANY COMPONENT OF THIS PROGRAM); OR (C) THE PERFORMANCE OR NON PERFORMANCE OF THE PROGRAM BY SPONSOR, EVEN IF SPONSOR HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. This disclaimer of liability applies to any damages or injury caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft or destruction or unauthorized access to, alteration of, or use of your registration information, whether for breach of contract, tortious behavior, negligence, or under any other cause of action. By participating in the Program, each participant agrees to release, defend, indemnify and hold harmless the Released Parties from and against any and all claims, demands, expenses, losses and liabilities of any nature whatsoever caused or contributed to by: (i) participating in the Program (including any claims of third parties alleging infringement, rights of publicity, rights of privacy or defamation or other intellectual property rights); (ii) the acceptance, use or misuse of any Reward; and/or (iii) participation in any Reward-related activities.
7. **Disclaimer of Warranties.** SPONSOR MAKES NO WARRANTY OF ANY KIND REGARDING THE PROGRAM, WHICH IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. SPONSOR EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY THAT ITS PROGRAM WILL BE ERROR-FREE. SPONSOR FURTHER DISCLAIMS ANY WARRANTY AS TO THE ACCURACY, COMPLETENESS AND TIMELINESS OF ANY CONTENT OR INFORMATION DISTRIBUTED WITH RESPECT TO THE PROGRAM. SPONSOR EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS, INCLUDING IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE,

NON-INFRINGEMENT, AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE. SOME STATES DO NOT ALLOW THE DISCLAIMER OF IMPLIED WARRANTIES, SO THIS WARRANTY DISCLAIMER MAY BE LIMITED IN ITS APPLICABILITY TO YOU.

8. **Taxes:** Determination and payment of tax liability on rewards, including income tax, if any, are the sole responsibility of the Participants.
9. **Acts Beyond Sponsor's Control.** The failure of Sponsor to comply with the Terms because of an act of God, war, fire, riot, terrorism, earthquake, actions of federal, state or local governmental authorities or for any other reason beyond the reasonable control of Sponsor, shall not be deemed a breach of the Terms. If any such contingency shall last for more than thirty (30) days, Sponsor shall have the right to terminate the Program immediately by giving notice and shall have no further liability to any Participant.
10. **Governing Law & Jurisdiction:** Governing Law and Consent to Jurisdiction. The laws of the State of New York, without regard to its conflict of laws principles, will govern these Terms, as well as Participants' and Sponsor's observance of them. If you take any legal action relating to your use of this Program or these Terms, you agree to file such action only in the state or federal courts located in New York.
11. **Waivers:** Sponsor's failure to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Sponsor in writing.
12. **Captions.** The headings in these Terms are for your convenience and reference. These headings do not limit or affect these Terms.
13. **Complete Agreement.** These Terms, together with those items made a part of these Terms by reference, make up the entire agreement between Sponsor and the Participants relating to the Program, and replaces any prior understandings or agreements (whether oral or written) regarding the Program. If a court finds any of these Terms to be unenforceable or invalid, that term(s) will be enforced to the fullest extent permitted by applicable law and the other Terms will remain in full force and effect.
14. **Sponsor:** Pernod Ricard USA, LLC, 100 Manhattanville Road, Purchase, NY 10577.
15. **Privacy.** Please review our Privacy Policy at www.kahluarewards.com which governs the Program to understand our practices in connection with the use and protection of your personal information.

Uber & Pandora are not sponsors of, have not endorsed, and undertake no responsibility regarding this Program.

Exhibit A

Uber Promo Codes Disclosure Consumers are subject to the full terms and conditions found here: <https://www.uber.com/legal/usa/terms>. Uber may, in Uber's sole discretion, create promotional codes that may be redeemed for Account credit, or other features or benefits related to the Services and/or a Third Party Provider's services, subject to any additional terms that Uber establishes on a per promotional code basis ("Promo Codes"). Promo Codes expire in less than 30 (thirty) days). You agree that Promo Codes: (i) must be used for the intended audience and purpose, and in a lawful manner; (ii) may not be duplicated, sold or transferred in any manner, or made available to the general public (whether posted to a public form or otherwise), unless expressly permitted by Uber; (iii) may be disabled by Uber at any time for any reason without liability to Uber; (iv) may only be used pursuant to the specific terms that Uber establishes for such Promo Code; (v) are not valid for cash; and (vi) may expire prior to your use. Uber reserves the right to withhold or deduct credits or other features or benefits obtained through the use of Promo Codes by you or any other user in the event that Uber determines or believes that the use or redemption of the Promo Code was in error, fraudulent, illegal, or in violation of the applicable Promo Code terms or these Terms.

Pandora Disclosure Redeemable only on www.pandora.com/gifts for a one (1) month Pandora One trial subscription. No purchase necessary. Card does not expire. One time use only; code is void after activation or expiration. Pandora One subscriptions are subject to the Pandora One Terms available at <http://www.pandora.com/legal/one/>. Use of trial code constitutes acceptance of all applicable terms and conditions. Trial codes and Pandora One trial subscriptions are issued by Pandora Media California, LLC. © 2016 Pandora Media California, LLC. All rights reserved.

SnippTix Disclosure IMPORTANT NOTICES: (1) THIS CARD HAS BEEN ISSUED FOR LOYALTY, AWARD, OR PROMOTIONAL PURPOSES. YOU ARE AN AUTHORIZED USER OF THE CARD. THE FUNDS HAVE BEEN MADE

AVAILABLE TO YOU PURSUANT TO A CONDITIONAL OFFER BY THE CORPORATE SPONSOR, AND YOU DO NOT HAVE ANY RIGHTS OR OWNERSHIP OF THE FUNDS BEYOND THE AUTHORIZED USE OF THE CARD PROVIDED FOR IN THIS AGREEMENT. (2) ANY FUNDS REMAINING AFTER EXPIRATION WILL NOT BELONG TO YOU OR BE AVAILABLE TO YOU FOR ADDITIONAL USE. (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) 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.

Fees and Expiration Dates associated with the Prepaid Card. The Card will expire as noted by the "Valid Thru" date identified on the front of the Card. The funds on the Card will not be available after expiration, so you should use the funds prior to the "Valid Thru" date on the front of the Card.

Replacement Card Fee: \$10.00

This Cardholder Agreement ("Agreement") sets forth the terms and conditions under which the Limited Use Discover® Prepaid Award Card has been issued to you. In this Agreement, "Card" means the Limited Use Discover Prepaid Award Card issued to you by MetaBank®. "You" and "your" 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. "Corporate Sponsor" means the manufacturer, retailer, distributor, or marketer of the Card. 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 THE CARD

The Card is a prepaid card that has been provided pursuant to a conditional offer, and as a gratuity without the payment of any monetary value or consideration. The Card allows you to access funds on the Card provided all conditions of the offer have been met. The funds accessible by use of the Card have been provided by and belong to the Corporate Sponsor of the product or service that you purchased, not by the issuer of the Card. The Corporate Sponsor is fully responsible for ensuring funds are available to be loaded to the Card. Your failure to activate and use the Card results in the loss of all right, title and interest in the Card and the underlying funds. You do not have the ability to add funds to the Card. The Card is not a gift card, nor is it intended to be used for gifting purposes. 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 credit card. You will not receive any interest on the funds in the Card account. You may register the Card by visiting www.svcards.com or call 1-800-798-4104.

2. USING THE CARD

a. Accessing Funds and Limitations

You may use your Card to purchase goods at any participating locations of the program sponsor, everywhere Discover Network Cards are accepted. Each time you use the Card, you represent and warrant to us that you are an authorized user of the Card. If you permit someone else to use the 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. If the

Card has not been registered or you do not supply the address currently on file for the Card, you may not be able to complete a transaction for which this information has been requested. If you wish to make a transaction where this is the case, you will need to contact Customer Service to register the Card. 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).

b. Personal Identification Number ("PIN")

You will receive a Personalized Identification Number ("PIN") PIN is provided to you on your card carrier. CARDS ARE NOT ACCEPTED AT ATMS AND CANNOT BE USED TO OBTAIN CASH IN ANY PURCHASE TRANSACTION. 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."

c. Obtaining Card Balance Information

You should keep track of the amount of value loaded on the Card. You may obtain information about the amount of money you have remaining in the Card account at no charge by contacting Customer Service. This information, along with a 60-day history of account transactions, is also available online by visiting our Website. You also have the right to obtain a sixty (60) day written history of account transactions by contacting Customer Service.

d. Authorization Holds

You do not have the right to stop payment on any purchase transaction originated by use of the Card. 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.

e. Returns and Refunds

If you are entitled to a refund for any reason for goods or services obtained with the Card, the return and refund will be handled by the merchant. If the merchant credits the Card, 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.

f. Receipts

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

g. Split Transactions and other uses

If there are not enough funds available in the 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 conduct split

transactions. Some merchants will only allow you to do a split transaction if you pay the remaining amount in cash.

3. BUSINESS DAYS

For purposes of these disclosures, our business days are 365 days a year/excluding holidays.

4. UNAUTHORIZED TRANSACTIONS

If you believe the Card has been lost or stolen or an unauthorized transaction has been made using the information from the Card without your permission, contact Customer Service IMMEDIATELY. We will ask for the Card number and other identifying details. We cannot 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. 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. LIMITATION OF LIABILITY

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 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 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
- (6) For any other exception stated in our Agreement with you.

6. OTHER TERMS

The Card and your obligations under this Agreement may not be assigned. We may transfer our rights under this Agreement. Use of the 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 (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. Your termination of this Agreement will not affect any of our rights or your obligations arising under this Agreement prior to termination. Closing the Card will not entitle you to any of the remaining funds.

7. 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.

8. 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.

9. PRIVACY POLICY

Information We 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 apply for a Card, or for replacement Cards or when you contact us with customer service issues, such as name, address, phone number

Disclosures:

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 account 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.

We may also 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.

Full Privacy Policy:

If you have questions about your privacy, or desire to see our full Privacy Policy, please visit www.svcards.com or call or write Customer Service at the contact information located at the beginning of your Agreement.

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



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