

GIFT CARD
Harley Davidson Cardholder Agreement

CUSTOMER SERVICE CONTACT INFORMATION:

Address: 1221 W. 103rd Street, #256, Kansas City, Missouri 64114
Website: www.h-dgiftcard.com
Phone Number: 1.800.803.7537

IMPORTANT NOTICES:

- (1) Give this document to the recipient of the gift card for any future questions or issues.
- (2) Please read carefully. This agreement contains an Arbitration Clause requiring all claims to be resolved by way of binding arbitration.
- (3) Always know the exact dollar amount available on your card. Merchants may not have access to determine your card balance.
- (4) If you do not agree to these terms, do not use the card, save your receipt, and cancel the card within 60 days of purchase by calling customer service and requesting a refund check.

Fees and Expiration

Replacement Card at Expiration: There is no additional cost to obtain a replacement Card due to expiration.

This Cardholder Agreement ("Agreement") sets forth the terms and conditions under which a Gift Card ("Card") has been issued to you by Pathward. By accepting and using this Card, signing the back of the Card, activating the Card, or authorizing any person to use the Card, you agree to be bound by the terms and conditions contained in this Agreement. In this Agreement "You" and "your" mean the person or persons who have received the Card and are authorized to use the Card. "We," "us," and "our" mean collectively, Pathward, a federally-chartered savings bank, member FDIC, and its divisions or assignees, and also includes, unless otherwise indicated, our Program Manager. "Program Manager" refers to EML Payments USA, LLC, who performs certain services related to your Card on Pathward's behalf. You should sign the back of the Card immediately upon receipt. The Card may be canceled or revoked at any time without prior notice, subject to applicable law. Please read this Agreement carefully and keep it for future reference. This Agreement applies to both the purchaser and any other user of the Card. It is the purchaser's obligation to provide these terms and conditions to any user; however, new terms and conditions may be provided, or any other questions or concerns answered, by contacting Customer Service.

ABOUT YOUR CARD

The Card is a prepaid Card loaded with a specific amount of funds, redeemable to buy goods and services at participating merchants ONLY. No additional funds may be added to this Card. The Card is NOT a credit Card. The Card is not a checking account or connected in any way to any account other than a stored value account where your funds are held. If you have registered your Card, the funds will be insured by the Federal Deposit Insurance Corporation ("FDIC"), subject to applicable limitations and restrictions of such insurance. You may register your Card by logging into www.h-dgiftcard.com.

USING YOUR CARD

Accessing Funds and Limitations

You may use your Card at participating merchants only. (For a list of participating merchants, visit the website, which may be identified on the Card.) Each time you use your Card, you authorize us to reduce the value available on your Card by the amount of the transaction. Your Card cannot be: (1) redeemed for its cash value; (2) used to obtain cash in any transaction; (3) used for illegal transactions; (4) used to make foreign transactions; or (5) used for purchases where recurring payments may occur, such as subscriptions, memberships, rentals, etc. For security reasons, we may limit the amount or number of transactions you can make on your Card. We may refuse to process any transaction that we believe may violate the terms of

this Agreement. YOU ARE NOT ALLOWED TO EXCEED THE BALANCE OF THE FUNDS AVAILABLE ON YOUR CARD. If you attempt to use the Card when there are insufficient funds associated with it, the transaction will generally be declined. Nevertheless, if a transaction that exceeds the balance of the funds available on your Card occurs due to a systems malfunction or otherwise, you will remain fully liable to us for the amount of the transaction. If you do not have enough funds available on your Card, you may be able to instruct the merchant perform a "split transaction" to charge part of the purchase to the Card and pay the remaining amount with another form of payment.

Your card is valid in the U.S. only. It cannot be used at merchants outside of the United States, including internet and mail/telephone order merchants outside of the United States.

Obtaining Card Balance Information

You may obtain information about the amount of money you have remaining on your Card at no charge by contacting Customer Service at 1.800.803.7537. This information, along with a 60-day history of Card transactions, is also available online by visiting www.h-dgiftcard.com.

Authorization Holds

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

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. 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.

Receipts

You may wish to retain receipts as a record of transactions. You may need a receipt in order to verify a transaction with us or the merchant.

REPLACEMENT CARD

If you need to replace your Card for any reason, please contact Customer Service. See the table above for applicable fees. Please note that your Card has a "Valid Thru" date on the back of the Card. You may not use the Card after the "Valid Thru" date. However, even if the "Valid Thru" date has passed, the available funds on your Card do not expire. You will not be charged a fee for replacement cards that we send due to expiration of the Card.

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 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.

UNAUTHORIZED TRANSACTIONS

a. Contact Customer Service Immediately

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. Upon contacting us for any lost/stolen card, your funds will be temporarily unavailable until you activate your replacement card. **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.

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. Further, we will not be liable: (1) If, through no fault of ours, you do not have enough funds available on your Card 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; (4) If access to your Card has been blocked after you reported your 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; or (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) For any other exception stated in our Agreement with you.

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. 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.

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.

PRIVACY

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 your Card or the transactions you make to third parties in order to: (1) complete transactions; (2) verify the existence and condition of your 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.

JURY TRIAL WAIVER

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 will not affect or be interpreted as modifying in any fashion the arbitration clause set forth in the following section, which contains its own jury trial waiver.

ARBITRATION CLAUSE

We have put this Arbitration Clause in question and answer form to make it easier to follow. However, this Arbitration Clause is part of this Agreement and is legally binding. For purposes of this section, our "Notice Address" is: Pathward, Attn: Customer Service, 5501 S Broadband Ln, Sioux Falls, SD 57108.

Background and Scope.

Question	Answer
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. 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: (1) The American Arbitration Association ("AAA"), 1633 Broadway, 10th Floor, New York, NY 10019, www.adr.org ; (2) JAMS, 620 Eighth Avenue, 34th Floor, New York, NY 10018, www.jamsadr.com ; or (3) 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: (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; or (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 <u>not</u> 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. 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 Pathward, N.A. Member FDIC.

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