

CARDHOLDER AGREEMENT
EFFECTIVE DATE: November 18, 2015
PLEASE READ CAREFULLY

MONEY ACCESS CARD ("MAC") VISA PREPAID CARD CARDHOLDER AGREEMENT

This document constitutes the agreement ("Agreement") outlining the terms and conditions under which the Money Access Card ("MAC") Visa® Prepaid Card has been issued to you by Metropolitan Commercial Bank (Member FDIC) pursuant to a license from VISA USA, Inc. "Metropolitan Commercial Bank" and "Metropolitan" are registered trademarks of Metropolitan Commercial Bank© 2014. By accepting and using this Card, you agree to be bound by the terms and conditions contained in this Agreement. In this Agreement, "Card" means the Money Access Card ("MAC") Visa® Prepaid Card issued to you by Metropolitan Commercial Bank. "Card Account" means the custodial sub-account maintained on your behalf to account for the transactions made with your Card, Card Number or Account Number. "Card Number" is the 16-digit number on your Card. "Account Number" means a number used to identify your Card Account. "You" and "your" means the person who has received the Card and is authorized to use the Card as provided for in this Agreement. "We," "us," and "our" mean Metropolitan Commercial Bank, our successors, affiliates or assignees. The Card will remain the property of Metropolitan Commercial Bank and must be surrendered upon demand. The Card is nontransferable, and it may be canceled, repossessed, or revoked at any time without prior notice. Please read this Agreement carefully and keep it for future reference.

THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY AFFECT YOUR RIGHT TO GO TO COURT, INCLUDING YOUR RIGHT TO A JURY TRIAL OR YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDINGS. IF YOU DO NOT AGREE TO THE TERMS CONTAINED IN THIS AGREEMENT, DO NOT USE THIS CARD, SAVE YOUR RECEIPT AND CALL US AT 1-844-636-6300 TO CANCEL YOUR CARD AND REQUEST A REFUND.

OBTAINING YOUR CARD

The USA PATRIOT Act is a federal law that requires all financial institutions to obtain, verify, and record information that identifies each person who opens a Card account. When you open a Card account, we will ask you for your name, a valid physical U.S. street address, a phone number, a birth date, and for all U.S. citizens, a Social Security number, and for all non-U.S. citizens, a government issued identification, such as but not limited to a federal tax identification number, a state issued driver's license or identification card or a passport.

1. Definitions. The term "Card" refers to the personalized Money Access Card ("MAC") Visa® Prepaid Card and MAC Companion Card issued to you by Metropolitan Commercial Bank, unless expressly stated otherwise in this Agreement. "You" and "Your" means both the person who has been issued the Card and the persons who are authorized to use the Card. The terms "we," "our," "us," "Bank," or "Issuer" refer to Metropolitan Commercial Bank, the issuer of the Card. The word "Card Account" means the records we maintain to account for the value of funds associated with the Card Account. "Web Site" means www.myMACcard.com. "Customer Service Number" is 1-844-636-6300. "Our Mailing Address" is P.O. Box 307, New Hyde Park, NY 11040. Our "Business Days" are Monday through Friday, excluding holidays, even if we are open. The value of the funds associated with your Card Account at any time is referred to as your "Available Balance."

2. About the Card. You have been issued and received one (1) Card with its own individual Card Account record and unique Card number (i.e. the 16-digit number embossed on the face of your Card). The Card is a prepaid payment device which must have funds loaded to it prior to use. The Card is not a gift card, credit card or charge card and does not constitute a checking, savings, or other demand deposit or consumer asset account. The Card is not a payroll card. **NO INTEREST IS PAID AND YOU WILL NOT RECEIVE ANY INTEREST ON THE FUNDS ASSOCIATED WITH YOUR CARD ACCOUNT. THERE IS NO DEPOSIT ACCOUNT OR CREDIT LINE ASSOCIATED WITH YOUR CARD. THIS CARD IS A PREPAID CARD. THE CARD IS INTENDED TO BE USED FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES. THE CARD IS NOT DESIGNED FOR BUSINESS USE, AND WE MAY CLOSE YOUR CARD ACCOUNT IF WE DETERMINE THAT IT IS BEING USED FOR BUSINESS PURPOSES. YOU AGREE TO USE THE CARD ONLY FOR LAWFUL PURPOSES. YOU CANNOT USE YOUR CARD FOR ONLINE GAMBLING OR ANY OTHER ILLEGAL TRANSACTION. YOU CANNOT USE THE CARD TO MAKE INTERNATIONAL ONLINE BILL PAYMENTS NOR CAN YOU TRANSFER FUNDS INTERNATIONALLY VIA THE AUTOMATED CLEARING HOUSE ("ACH"). THE CARD WILL REMAIN THE PROPERTY OF BANK AND MUST BE SURRENDERED UPON DEMAND. THIS CARD IS NOT FOR RESALE.** The Card is nontransferable, and it may be canceled, repossessed, or revoked at any time without prior notice subject to applicable law. Amounts that you load on your Card are insured by the Federal Deposit Insurance Corporation ("FDIC") up to the maximum amount provided by applicable law. Your Card comes with a Personal Identification Number (PIN). Do not share this PIN with anyone and do not keep the PIN with the Card. You can change your PIN by calling the Customer Service Number. Write down your Card number and the customer service phone number provided in this Agreement on a separate piece of paper in case your Card is lost, stolen, or destroyed. By using your Card, you acknowledge that you agree: (i) to the terms and conditions set forth herein; and (ii) that you have a valid physical U.S. street address within the fifty (50) United States or the District of Columbia. Please read this Agreement carefully and keep it for future reference.

3. Secondary Cardholder. You may request an additional Card for another person in your household who is at least sixteen (16) years of age (a "Companion Card"). Issuance of any Companion Card(s) is expressly subject to satisfaction of the USA PATRIOT Act requirements as well as other Bank eligibility requirements. The maximum number of Companion Cards permitted per household is three (3). The Secondary cardholder(s) (Companion Card) is/are not allowed to load funds onto their cards. Only the Primary cardholder is allowed to load funds onto the Card. The Primary cardholder is responsible for the entire account including all additional Cards. If you allow, permit or authorize another person to have access to your Card or Card number, you are liable for all transactions made with the Card, Card Number of Account Number, and all related fees incurred by those persons. You must notify us in writing to cancel permission for any person or persons you previously authorized to use a Companion Card. If you notify us to revoke another person's use of a Companion Card, we may revoke your Card and issue a new Card with a different number. You remain liable for any and all usage of any Companion Card(s) you authorize.

4. Card Purchaser and Authorized Users. You must be at least 18 years of age to be issued and register a Card Account. You are responsible for all transactions initiated and fees incurred by use of your Card or any Companion Card. If you permit another person to have access to your Card or Card number, we will treat this as if you have authorized such use and you will be liable for all transactions and fees incurred by those persons. You are wholly responsible for the use of each Card and Companion Card according to the terms and conditions of this Agreement.

5. Registering and Managing Your Card Online. After you receive a Card, you should go to the Web Site and sign in using the instructions received with your Card. The first time you sign in you will be asked to designate a personal password that you may use to sign in to the Web Site to check your Available Balance or view your transactional history ("Online Transaction History"). You are responsible for keeping this password safe and you will need it every time you sign in to the portion of the Web Site that contains your personal Card data. Please notify us immediately at 1-844-636-6300 if you believe that the security of your Card or password has been compromised. You agree: (i) to update your personal information, including current email address, as necessary so that it remains accurate and complete; and (ii) not to impersonate any other person, operate under an alias or otherwise conceal your identity.

6. Signing Your Card. There is a panel on the back of the Card for your signature. You agree to sign this panel on your Card immediately upon receipt. You acknowledge and agree that the value associated with your Card Account is limited to the funds that you have loaded by you or on your behalf. Your responsibility for transactions associated with the Card, as described in this Agreement, does not depend on whether or not you sign your Card. If you permit another person to have access to your Card, Card number or PIN, we will treat this as if you have authorized such use and you will be liable for all transactions and fees incurred by those persons. You are responsible for all authorized transactions initiated and fees incurred by use of your Card. You are wholly responsible for the use of your Card according to the terms and conditions of this Agreement.

7. Using the Card. Subject to the amount of the Available Balance associated with your Card Account, you may use the Card:

- To make purchases and to obtain cash back when you make a purchase at any merchant that accepts Visa or any of the networks listed on the back of your card (though some merchants may not agree to provide cash back); or
- To obtain cash up to the amount of funds stored (minus any applicable fees) with respect to your Card Account from participating ATMs that accept Visa or any of the networks listed on the back of your card or from participating financial institutions (less the applicable fees). You will need your PIN to initiate an ATM transaction. All ATM transactions are treated as cash withdrawal transactions.

You are not authorized to use your Card to: (a) to obtain more than \$500.00 in cash from ATMs each day; or (b) to make purchases of goods or services that in the aggregate exceed \$2,500.00 per calendar day (including any cash back). We reserve the right, in our sole discretion, to limit the amount, number and type of transactions you can make on your Card and any funding or reload of your Card. In all cases you shall not exceed the amount of available funds associated with your Card Account. Nevertheless, in the event that a transaction exceeds the balance of the available funds associated with your Card, you shall remain fully liable to us for the amount of the transaction. You authorize us to automatically deduct any negative balance amount payable to us from any funds added to your Card Account at any time. For security reasons, there may be additional limits on the amount, number or type of transactions you can make using your Card, and we may restrict access to your Card if we notice suspicious or illegal activity. You do not have the right to cancel a payment on any purchase or payment transaction originated by the use of your Card, except to the extent permitted pursuant to Section 12 of these Terms and Conditions. We reserve the right to limit or block the use of the Card in foreign countries due to fraud or security concerns, or to comply with applicable law.

If you use your Card number without presenting your Card (such as for a mail order, telephone, or Internet purchase), the legal effect will be the same as if you used the Card itself. For security reasons, we may limit the amount or number of transactions you can make on your Card.

You may be denied the use of your Card if you (i) exceed the daily withdrawal limit, (ii) do not have adequate funds available with respect to your Card Account, (iii) do not enter the correct PIN, or (iv) exceed any applicable frequency of usage limitation. Excessive attempts to exceed the number or dollar limits may result in the capture and retention of your Card by the ATM or merchant.

8. Split Tender Transactions. Some merchants do not allow cardholders to conduct split transactions where you would use the Card as partial payment for goods and services and then pay the remainder of the balance with another form of legal tender. If you wish to conduct a split transaction and it is permitted by the merchant, you must tell the merchant to charge only the exact amount of funds available on the Card to the Card. You must then arrange to pay the difference using another payment method. Some merchants may require payment for the remaining balance in cash. If you fail to inform the merchant that you would like to complete a split transaction prior to swiping your Card, your Card is likely to be declined.

9. Authorization Holds. When you use your Card to pay for goods or services, certain merchants may request to authorize the transaction in advance and may estimate its final value. When you use your Card at an ATM or for a teller cash advance transaction, we generally authorize the transaction in advance (including all applicable fees). When we authorize the transaction, we commit to make the requested funds available when the transaction finally settles and will place a temporary hold on your Card's funds for the amount indicated by the merchant. We also may add an amount for certain merchants to ensure that sufficient funds will be available to cover the final transaction. Therefore, your Card may be "authorized" or "have funds held" for more than the actual amount of the transaction until the final transaction is complete. This means that those "authorized funds" are not available for you to spend elsewhere until the authorization is released, which could be from seven (7) days up to thirty (30) days or more (as defined below). 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 for up to thirty (30) days. Transactions at certain merchants that authorize high dollar amounts, such as car rental companies and hotels may result in a hold for that amount of funds for up to ninety (90) days. Please note that we cannot manually release authorizations without a certified letter or fax from the merchant who initiated the transaction. We will only charge your Card for the correct amount of the final

transaction, however, and we will release any excess amount when the transaction finally settles. You acknowledge and agree that, when a merchant does send us a request to release a hold, the released funds will not be available to you for withdrawal or purchases until we have had a reasonable amount of time to process the release. At certain merchants, typically but not limited to **restaurants, bars, barber or beauty shops or for taxis or limos** the authorization may also include an additional dollar amount (typically 20%) to ensure that sufficient funds will be available to cover the final transaction which may include tips or incidental expenses. If the amount of the authorization request exceeds the value on your Card, the transaction may be declined.

If you use your Card at an automated fuel dispenser ("pay at the pump"), the merchant may preauthorize the transaction amount up to \$150 or more. If your Card is declined, even though you have sufficient funds available, pay for your purchase inside with the cashier.

10. Returns and Refunds. If you wish to return any merchandise purchased with the Card, you will be subject to the merchant's return policies. If you are entitled to a refund for any reason for goods or services obtained with your Card, you agree to accept credits to your Card for such refunds. The amounts credited to your Card for refunds may not be available for up to five (5) business days from the date the refund transaction occurs. If you have a problem with a purchase that you made with your Card, or if you have a dispute with the merchant, you must handle it directly with the merchant.

11. International Transaction Fee. If your Card is used in a transaction that is submitted to the Visa networks in a currency other than U.S. dollars, Visa will convert the transaction amount into U.S. dollars using its currency conversion procedure. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which may vary from the rate Visa itself receives, or the government-mandated rate in effect for the applicable central processing date. This rate may differ from the rate in effect when the transaction occurred or when it was posted to your Card, and may be higher than the rate you could have gotten if you had converted U.S. dollars into cash. If a transaction initially in a foreign currency is converted to U.S. dollars before it is entered into the Visa network, the conversion rates and fees of the company that did the conversion will apply. For each transaction made in a country other than the U.S. or U.S. Territories, you will be assessed a charge by us equal to 3% of the U.S. dollar amount of the transaction and will retain this amount as compensation for services.

12. ATM Access. We will provide you with a Personal Identification Number ("PIN") after you have successfully enrolled and registered the Card. You may use your Card and PIN to obtain cash access via an Automatic Teller Machine ("ATM"). Do not write or keep your PIN with your Card. If you believe your PIN has been compromised, or you otherwise need to request a change in your PIN, please immediately contact the Customer Service Number. To get cash, use the "withdrawal from checking" option at a participating ATM. Subject to the amount of Available Balance on your Card, you may use the Card to obtain up to \$500.00 USD per day, plus any fees assessed. Acceptance within ATM Networks may change at any time. Use of the Card at ATMs is subject to all applicable fees, surcharges, rules and customs of any clearinghouse, ATM network, or other institution or association involved with the transaction. We may impose a fee each time a Card is used to obtain cash or any other services from an ATM, as set forth in the Schedule of Fees. The owner of the ATM may also impose a fee in addition to any fee charged by us. The ATM owner must disclose any fee(s) they charge prior to you confirming the transaction. If a merchant or an ATM operator attempts to submit a transaction with respect to your Card Account for an amount that is greater than the amount of available funds stored with respect to your Card Account and any applicable fees, the transaction will not be authorized and/or settled.

13. Non-Visa Debit Transactions. New procedures are in effect that may impact you when you use your Card at certain merchant locations. In the past, transactions have been processed as Visa debit transactions unless you entered a PIN. Now, if you do not enter a PIN, transactions may be processed as either a Visa debit transaction or as another debit network transaction. For this reason, a transaction may show up on your statement as a "PIN" transaction even if you did not enter a PIN. Merchants are responsible for and must provide you with a clear way of choosing to make a Visa debit transaction if they support the option. Certain protections and rights applicable only to Visa debit transactions as described in this Agreement will not apply to transactions processed on other debit networks. Please refer to the paragraph labeled "Additional Limits on Liability for Visa Branded Card when used for Point-of-Sale Transaction" for a description of these rights and protections applicable to Visa debit and non-Visa debit transactions. To initiate a Visa debit transaction at the POS, swipe your Card through a POS terminal, select credit, sign the receipt, or provide your Card number for a mail order, telephone, or Internet purchase as credit. To initiate a non-Visa debit transaction at the POS, enter your PIN at the POS terminal or provide your Card number after clearly indicating a preference to route your transaction as a non-Visa debit transaction for certain bill payment, mail order, telephone, or Internet purchases.

14. Preauthorized Payments. If you intend to use your Card for recurring transactions (ones that are automatically charged to your Card each month by a merchant), you should monitor your Card balance to make sure it is sufficient to cover the transactions. Because your Card is prepaid and does not carry a credit line, a merchant that you have authorized to submit recurring transactions may suspend or cancel your service if the Card does not have enough value when the recurring transaction is submitted. If you have told a merchant in advance to make regular payments using your Card, you can stop any of these payments. Call us at our Customer Service Number, or write us at Our Mailing Address, in time for us to receive your request 3 business days or more before the payment is scheduled to be made. We may also require your request in writing, to provide us with a copy of your notice to the payee revoking the payee's authority to originate debits to your Card, and get it to us within 14 days after you call. If we do not receive the written confirmation within 14 days we may honor subsequent debits to your Card. If you order us to stop one of these payments 3 business days or more before the transaction is scheduled, and we do not, we will be liable for your losses or damages

15. Tracking Your Balance and Verifying Your Transactions. You should keep track of the amount of value loaded on Cards issued to you. You may obtain information about the Available Balance on your Card by calling the Customer Service Number. This information, along with a history of transactions on your Card, is also available online by signing into the Web Site. You have the right to obtain a 60-day written history of account transactions by calling the Customer Service Number, or by writing us at Our Mailing Address.

16. Loading the Card. Once we have successfully verified your personal information, you may load funds to your Card by direct deposit transfer or by loading Cash through the MoneyGram, Visa ReadyLink or Western Union services at participating locations.

The maximum Available Balance loaded on your Card Account at any time is \$20,000 US Dollars, regardless of the number of Companion Cards which access your Card Account. We will charge you, and you agree to pay, the fees and charges set forth in the Schedule of Fees, below. For the list of Load limits for your Card, refer to the Schedule of Fees and Load Limits, below. We may change these amounts at any time in our sole discretion for legal, risk management, security or any other purpose. We reserve the right to delay the availability of funds loaded to your Card until such funds have cleared and posted to your Card. We reserve the right to accept or reject any request to reload your Card at our sole discretion. Only you may load your Card. No other person may load your Card and we may reject any attempt by any other person to load your Card. Funds loaded to your Card via direct deposit will generally be made available on the day the Bank receives the transfer.

THE ONLY FEDERAL PAYMENTS THAT MAY BE DEPOSITED TO THIS CARD ARE FEDERAL PAYMENTS FOR THE BENEFIT OF THE PRIMARY CARDHOLDER. If you have questions about this requirement, please call Customer Service 844-636-6300.

We may disclose information (including personally identifiable information) to third parties about you, the Card, your Card Account and the transactions related to the Card or Card Account: (i) where it is necessary or helpful for completing a transaction; (ii) in order to verify the existence and condition of the Card or Card Account for a third party (e.g., a merchant); (iii) in order to comply with any law or to comply with requirements of any government agency or court order; (iv) if you give us your written consent; (v) to service providers who administer the Card or the Card Account or perform data processing, records management, collections, and other similar services for us, in order that they may perform those services; (vi) in order to prevent, investigate or report possible illegal activity; (vii) in order to issue authorizations for transactions on the Card; (viii) in accordance with our Privacy Policy; and (ix) as otherwise permitted by law. Please see the Bank's Privacy Policy for further details.

17. Fees, Load, and Withdrawal Limits. You agree to pay the fees and charges ("Fees") established by us from time to time in connection with the Card. These Fees are subject to change by us at any time. Notice of fee changes will be posted to the Web Site and we will notify you in writing or electronically if you have provided your consent to receive such disclosures electronically at least twenty-one (21) days in advance of the effective date of any change. Set forth below is the most current Schedule of Fees. **Except where otherwise prohibited by applicable law, a Monthly Service Fee will be assessed to your MAC Standard Fee Plan Card Account for the on the first day of each month, with other fees being assessed when incurred.**

18. Our Liability. If we do not complete a load to, or transaction from your Card on time or in the correct amount according to our agreement with you, we will be responsible for your losses or damages to the extent required by federal law. However, there are some exceptions. We will not be liable, for instance: (i) if, through no fault of ours, you do not have enough money available on your Card to make the transaction; (ii) if the ATM, bank, or merchant where you are trying to obtain cash does not have enough cash; (iii) if the system, ATM or POS terminal was not working properly and you knew about the break-down before you started the transaction or load; (iv) if circumstances beyond our control (such as fire or flood) prevent or delay the transaction or load from being completed, despite reasonable precautions that we have taken; (v) if you attempt to use a Card that has not been properly activated; (vi) if the Card has been reported as lost or stolen, has been suspended by us, or we have reason to believe a transaction was not authorized by you; (vii) if there is a hold or your funds are subject to legal process or other encumbrance restricting their use; (viii) if a merchant refuses to accept your Card; (ix) if your transfer authorization terminates by operation of law; (x) if we have reason to believe that the requested transaction is not authorized; or (xi) any other exception stated in our Agreement with you.

If you believe your Card or any other Access Information has been lost or stolen, call: 1-844-636-6300 or write: P.O. Box 307, New Hyde Park, NY 10040. You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your Card or Access Information without your permission.

19. Replacing Your Card After its "Valid Thru" Date. Please note the Card has a "Valid Thru" date on the front of the Card. This "Valid Thru" date is the date through which your physical plastic card may be used, and is required to process purchases at merchants that request a plastic expiration date. You may not use the Card after the "Valid Thru" date on the front of the Card. Even if the "Valid Thru" date has passed on your Card, the Available Balance on your Card does not expire.

You should receive a replacement Card from us before your old Card's "Valid Thru" date passes. Once you receive your new Card, you should cut the old Card in half and throw it away. The old Card may not be used for transactions or purchases after the "Valid Thru" date passes. You can start using your new Card for transactions and purchases as soon as you receive it in the mail and it is activated (if applicable). If you do not receive a replacement Card in a timely manner, please call the Customer Service Number.

If for any reason we are unable to send you a replacement Card, please keep your old Card and notify us. You may contact us at the Customer Service Number to obtain a replacement Card or instructions on how to redeem the Available Balance.

20. Unclaimed Property. Metropolitan Commercial Bank is the sole legal obligor with respect to the Card and is the "holder" of any unused funds associated with your Card for purposes of compliance with unclaimed or abandoned property laws. As a result, if you do not use your Card (including loading to or redeeming funds from the Card or making a balance inquiry) for a year or more, applicable law may require us to report the balance on the Card as unclaimed property and deliver any unused funds on your Card to the state as unclaimed property. You may then contact the state to reclaim any such funds that we have remitted to the state on your behalf.

21. Suspension or Cancellation of Your Card/Refund. You may cancel your Card at any time by calling the Customer Service Number. If Available Balance remains on the Card upon your card cancellation, we may refund such amount by issuing you a check.

We reserve the right to investigate all requests for cancellation and refund and to enable all Card transactions made prior to Card cancellation to post before processing a refund. Upon cancellation of the Card privileges, use of the Card must be immediately discontinued. You agree not to use or attempt to use an expired, revoked or otherwise invalid Card.

We, in our sole and absolute discretion, reserve the right to suspend, cancel or otherwise limit your use of the Card. We may refuse to issue the Card or may revoke the Card privileges with or without cause or notice, other than any required by applicable law. We may also cancel or suspend your Card or this Agreement at any time and for any reason. Upon cancellation of the Card privileges, use of the Card must be immediately discontinued. You agree not to use or attempt to use an expired, revoked or otherwise invalid Card. You may cancel this Agreement by returning the Card to us. Your termination of this Agreement will not affect any of our rights or your obligations pursuant to this Agreement prior to termination. If we cancel or suspend your Card privileges, you may be entitled to a return of any remaining funds you have loaded on your Card, as permitted by law. Such return of funds shall be processed within a reasonable period of time and will be issued by check and mailed to you at the last address we have on file for your Card.

22. No Warranties. EXCEPT AS EXPRESSLY OTHERWISE PROVIDED IN THIS AGREEMENT, WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND TO YOU, AND HEREBY EXPRESSLY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, REGARDING THE PREPAID CARD OR RELATING TO OR ARISING OUT OF THIS CARDHOLDER AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. We are not responsible or liable to you (i) for any interruption in your use of the Card, (ii) for the quality, safety, legality, or any other aspect of any goods or services purchased from any merchant with your Card, (iii) if any merchant refuses to honor the Card or special offers, and/or (iv) for any other problems you may have with any merchant. Subject to applicable law, if you have a dispute with a merchant, you agree to settle the dispute directly with the merchant. If a merchant fails to honor the Card, please call the Customer Service Number to report the incident.

23. Changing these Terms and Conditions/Notices. We may amend or change the terms of, or add new terms to, these Terms and Conditions at any time, with or without cause, in accordance with law. In addition, we may suspend, cancel, add, modify or delete any feature offered in connection with your Card at our sole discretion at any time, with or without cause. You will be notified of any change in the manner provided by applicable law prior to the effective date of the change. However, if this change is for security purposes, we can implement such change without prior notice. We reserve the right to deliver to you any notice of changes to existing terms or the addition of new terms electronically to the email address you have provided for your Card if you have given us consent to do so. Any notice given by us shall be deemed given when deposited in the United States mail, postage prepaid, addressed to you at the latest address shown on our records. To reference the most up to date Cardholder Agreement visit the Web Site.

24. Assignment and Waiver. We may assign these Terms and Conditions to a third party at any time without notice to you. However, if we assign these Terms and Conditions, the terms will remain substantially and materially the same unless you are notified.

If we reimburse you for a refund claim you have made for a lost or stolen Card, or if we otherwise provide you with a credit or payment with respect to any problem arising out of any transaction made with the Card, you are automatically deemed to assign and transfer to us any rights and claims, excluding tort claims, that you have, had or may have against any third party for an amount equal to the amount we have paid to you or credited to your Card. You agree that you will not pursue any claim against, or reimbursement from, such third party for the amount that we paid or credited to your Card, and that you will cooperate with us if we decide to pursue the third party for the amount paid or credited. Neither our failure to exercise any of our rights under these Terms and Conditions, nor our delay in enforcing or exercising any of our rights, shall constitute a waiver of such rights. If we waive any right under these Terms and Conditions on one occasion, such waiver shall not operate as a waiver as to any other occasion.

25. Telephone Monitoring/Recording. Subject to applicable law, from time to time 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.

26. Privacy and Data Security. Your Card is issued by Metropolitan Commercial Bank. A copy of the the Bank's privacy policy is included herewith. You can view the Bank's privacy policy online or request a copy by calling the Customer Service number

27. Applicable Law. These Terms and Conditions and your 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 anytime. 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. All questions about their legality, enforceability and interpretation, are governed by the laws of the State of New York, except to the extent governed by federal law.

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YOUR LIABILITY FOR UNAUTHORIZED USE OF YOUR CARD OR CODE

Tell us AT ONCE if you believe your Card has been lost or stolen or if you believe that someone has transferred or may transfer money from your Card Account without your permission. Telephoning is the best way to minimize your possible losses. You could lose all the money in your account. If you tell us within two (2) Business Days after you learn of the loss or theft of your Card, you can lose no more than \$50 if someone used your Card without your permission. If you do NOT tell us within two (2) Business Days after you learn of the loss or theft of your Card, and we can prove we could have stopped someone from using your Card without your permission if you had promptly notified us, you could lose as much as \$500. Also, if you become aware and/or your electronic history shows transfers that you did not make, including those made by your Card or other means, tell us at once. If you do not tell us within 120 days after you become aware of the transaction and/or after the statement was made available to you, you may not get back any money you lost after the 120 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a

long trip or a hospital stay) kept you from telling us, we will extend the time periods for a reasonable period.

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ADDITIONAL LIMITS ON LIABILITY FOR VISA® BRANDED PREPAID CARD WHEN USED FOR POINT-OF-SALE TRANSACTIONS.

Under Visa Zero Liability Rules, unless you have been grossly negligent or have engaged in fraud you will not be liable for any unauthorized transaction using your lost or stolen card. This additional limit on liability does not apply to ATM transactions or to transactions using your PIN which are not processed by Visa.

“Unauthorized use” means the use of your debit card by a person, other than you, who does not have actual, implied, or apparent authority for such use, and from which you receive no benefit. This additional limitation on liability does not apply to PIN-based transactions or transactions not processed by Visa.

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NOTICE OF ERROR RESOLUTION RIGHTS FOR YOUR CARD—KEEP THIS NOTICE FOR FUTURE USE

In Case of Errors or Questions About Your Card Account

Telephone us at the Customer Service Number or write to us at Our Mailing Address as soon as you can, if you think an error has occurred in your Card account. We must allow you to report an error until 120 days after the earlier of the date you electronically access your account, if the error could be viewed in your electronic history, or the date we sent the FIRST written history on which the error appeared. You may request a written history of your transactions at any time by calling us at the Customer Service Number or writing to us at Our Mailing Address. You will need to tell us:

- Your name and Card account number.
- Describe the error or transaction that you are unsure about, and explain as clearly as possible why you believe that it is an error or why you need more information.
- The dollar amount involved.
- Approximately when the error took place.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 10 business days (5 business days for Visa Point-of Sale Signature unauthorized debit transactions) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will provisionally credit your account within ten (10) business days (5 business days for Visa Point-of Sale Signature unauthorized debit transactions) for the amount you think is in error, so that you will have the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days (5 business days for Visa Point-of Sale Signature unauthorized debit transactions), we may not credit your account.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error.

We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation. If you need more information about our error resolution procedures, call us at the Customer Service Number shown above or visit www.myMACcard.com.

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AGREEMENT TO ARBITRATE DISPUTES

28. Arbitration. PLEASE READ THIS PROVISION OF THE AGREEMENT CAREFULLY. UNLESS YOU EXERCISE YOUR RIGHT TO OPT-OUT OF ARBITRATION IN THE MANNER DESCRIBED BELOW, YOU AGREE THAT ANY DISPUTE WILL BE RESOLVED BY BINDING ARBITRATION. NO CLASS ACTION, OR OTHER REPRESENTATIVE ACTION, OR PRIVATE ATTORNEY GENERAL ACTION, OR JOINDER OR CONSOLIDATION OF ANY CLAIM WITH A CLAIM OF ANOTHER PERSON SHALL BE ALLOWABLE IN ARBITRATION.

29. What is Arbitration? "Arbitration" is a means of having an independent third party resolve a Dispute. A "Dispute" is any claim or controversy of any kind between you and us arising out of or relating in any way to this Cardholder Agreement, your Prepaid Visa, the purchase or loading of your Prepaid Visa, usage of your Prepaid Visa, or Prepaid Visa transactions. The term Dispute is to be given its broadest possible meaning and includes, without limitation, all claims or demands based on any legal or equitable theory (contract, tort, or otherwise) and regardless of the type of relief sought (i.e., money, injunctive relief, or declaratory relief). A Dispute includes, by way

30. THIS AGREEMENT CONTAINS AN ARBITRATION PROVISION. PLEASE READ THIS PROVISION CAREFULLY, AS IT AFFECTS YOUR LEGAL RIGHTS. IT PROVIDES THAT ANY CLAIM RELATING TO YOUR CARD OR CARD ACCOUNT MAY BE RESOLVED BY BINDING ARBITRATION. YOU ARE ENTITLED TO A FAIR HEARING, BUT THE ARBITRATION PROCEDURES

ARE SIMPLER AND MORE LIMITED THAN RULES APPLICABLE IN COURT, AND ARBITRATION DECISIONS ARE SUBJECT TO VERY LIMITED REVIEW.

31. Purpose: This Arbitration Provision sets forth the circumstances and procedures under which any Claim (as defined below) may be arbitrated instead of litigated in court.

32. Definitions: As used in this Arbitration Provision, the term "Claim" means any claim, dispute or controversy between you and us arising from or relating to the Card or this Agreement as well as any related or prior agreement that you may have had with us or the relationships resulting from this Agreement, including the validity, enforceability or scope of this Arbitration Provision or the Agreement. "Claim" includes claims of every kind and nature, including but not limited to initial claims, counterclaims, cross-claims and third-party claims and claims based upon contract, tort, fraud and other intentional torts, statutes, regulations, common law and equity. The term "Claim" is to be given the broadest possible meaning that will be enforced and includes, by way of example and without limitation, any claim, dispute or controversy that arises from or relates to (i) your Card, or the Cards of any additional cardholders designated by you; (ii) the amount of available funds in the Card Accounts; (iii) advertisements, promotions or oral or written statements related to the Cards, goods or services purchased with the Cards; (iv) the benefits and services related to the Cards; and (v) your enrollment for any Card. We shall not elect to use arbitration under the Arbitration Provision for any Claim that you properly file and pursue in a small claims court of your state or municipality so long as the Claim is individual and pending only in such court.

As used in the Arbitration Provision, the terms "we" and "us" shall for all purposes mean Metropolitan and its, wholly or majority owned subsidiaries, affiliates, licensees, predecessors, successors, and assigns, and all of their agents, employees, directors and representatives. In addition, "we" or "us" shall include any third party using or providing any product, service or benefit in connection with any Cards (including, but not limited to merchants who accept the Card, third parties who use or provide services (including the program manager), debt collectors and all of their agents, employees, directors and representatives) if, and only if, such third party is named as a co-party with us (or files a Claim with or against us) in connection with a Claim asserted by you. As solely used in this Arbitration Provision, the terms "you" or "yours" shall mean all persons or entities approved by us to have and/or use a Card, including but not limited to all persons or entities contractually obligated under any of the Agreements and all additional cardholders.

33. Initiation of Arbitration Proceeding/Selection of Administrator: Any Claim shall be resolved, upon the election by you or us, by arbitration pursuant to this Arbitration Provision and the code of procedures of the national arbitration organization to which the Claim is referred in effect at the time the Claim is filed. Claims shall be referred to either the Judicial Arbitration and Mediation Services ("JAMS"), or the American Arbitration Association ("AAA"), as selected by the party electing to use arbitration. If a selection by us of one of these organizations is unacceptable to you, you shall have the right within 30 days after you receive notice of our election to select the other organization listed to serve as arbitration administrator. For a copy of the procedures, to file a Claim or for other information about these organizations, contact them as follows: (i) JAMS at 1920 Main Street, Suite 300, Los Angeles, CA 92614; website at www.jamsadr.com; (ii) AAA at 335 Madison Avenue, New York, NY 10017; website at www.adr.org.

34. Significance of Arbitration: IF ARBITRATION IS CHOSEN BY ANY PARTY WITH RESPECT TO A CLAIM, NEITHER YOU NOR WE WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM IN COURT OR HAVE A JURY TRIAL ON THAT CLAIM, OR TO ENGAGE IN DISCOVERY EXCEPT AS PROVIDED FOR IN THE CODE OF PROCEDURES OF THE JAMS, OR AAA, AS APPLICABLE (THE "CODE"). FURTHER, YOU WILL NOT HAVE THE RIGHT TO PARTICIPATE IN A REPRESENTATIVE CAPACITY OR AS A MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION. EXCEPT AS SET FORTH BELOW, THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING. NOTE THAT OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT ALSO MAY NOT BE AVAILABLE IN ARBITRATION.

35. Restrictions on Arbitration: If either party elects to resolve a Claim by arbitration, that Claim shall be arbitrated on an individual basis. There shall be no right or authority for any Claim to be arbitrated on a class action basis or on bases involving any Claim brought in a purported representative capacity on behalf of the general public, other Cardholders or other persons similarly situated. The arbitrator's authority to resolve Claim is limited to a Claim between you and us alone, and the arbitrator's authority to make awards is limited to you and us alone. Furthermore, Claims brought by you against us or by us against you may not be joined or consolidated in arbitration with any Claim brought by or against someone other than you, unless otherwise agreed to in writing by all parties.

36. Location of Arbitration/Payment of Fees: Any arbitration hearing that you attend shall take place in the federal judicial district for the Southern District of New York, and if this is not allowed for any reason, the hearing shall take place in the judicial district of your residence. At your written request, we will consider in good faith making a temporary advance of all or part of the filing administrative and/or hearing fees for any Claim you initiate as to which you or we seek arbitration. At the conclusion of the arbitration (or any appeal thereof), the arbitrator (or panel) will decide who will ultimately be responsible for paying the filing, administrative and/or hearing fees in connection with the arbitration (or appeal). If and to the extent you incur filing, administrative and/or hearing fees in arbitration, including for any appeal, exceed the amount they would have been if the Claim had been brought in the state or federal court which is closest to your billing address and would have had jurisdiction over the Claim, we will reimburse you to that extent unless the arbitrator (or panel) determines that the fees were incurred without any substantial justification.

37. Arbitration Procedures: This Arbitration Provision is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C. Sections 1-16, as it may be amended (the "FAA"). The arbitration shall be governed by the applicable Code, except that (to the extent enforceable under the FAA) this arbitration Provision shall control if it is inconsistent with the applicable Code. The arbitrator shall apply applicable substantive law consistent with the FAA and applicable statutes of limitations and shall honor claims of privilege recognized at law and, at the timely request of either party, shall provide a brief written explanation of the basis for the decision. In conducting the arbitration proceeding, the arbitrator shall not apply the Federal or any state rules of civil procedure or rules of evidence. Either party may submit a request to the arbitrator to expand the scope of discovery allowable under the applicable Code. The party submitting such a request must provide a copy to the other party, who may submit objections to the arbitrator with a copy of the objections provided to the request party, within fifteen (15) days of receiving the requesting party's notice. The granting or denial of such request will be in the sole discretion of the arbitrator who shall notify the

parties of his/her decision within twenty (20) days of the objecting party's submission. The arbitrator shall take reasonable steps to preserve the privacy of individuals, and of business matters. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The arbitrator's decision will be final and binding, except for any right of appeal provided by the FAA. However, any party can appeal that award to a three-arbitrator panel administered by the same arbitration organization, which shall consider anew any aspect of the initial award objected to by the appealing party. The appealing party shall have thirty (30) days from the date of entry of the written arbitration award to notify the arbitration organization that it is exercising the right of appeal. The appeal shall be filed with the arbitration organization in the form of a dated writing. The arbitration organization will then notify the other party that the award has been appealed. The arbitration organization will appoint a three-arbitrator panel which will conduct an arbitration pursuant to its Code and issue its decision within one hundred twenty (120) days of the date of the appellant's written notice. The decision of the panel shall be by majority vote and shall be final and binding.

38. Continuation: This Arbitration Provision shall survive termination of your Card as well as voluntary payment of any debt in full by you, any legal proceeding by us to collect a debt owed by you, and any bankruptcy by you or us. If any portion of this Arbitration Provision is deemed invalid or unenforceable under any principle or provision of law or equity, consistent with the FAA, it shall not invalidate the remaining portions of this Arbitration Provision, the Agreement or any prior agreement you may have had with us, each of which shall be enforceable regardless of such invalidity.

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ELECTRONIC DELIVERY OF NOTICES AND INFORMATION

The Card is a paperless product, which means, among other things, we will attempt to provide you with all notices and communications, including legally-required notices and communications which you may otherwise have the right to receive in paper form, in electronic form (e.g. by e-mail, our Web Site or mobile message instead of paper), except as otherwise specified in this Agreement and our E- Sign Disclosure and Consent found below. While this Card is intended to be paperless we reserve the right, but are not obligated, in

certain circumstances and in our sole discretion to communicate with you using all available lawful methods of communication (by paper, telephone, etc.).

The Card is intended for use only by those willing and able to receive all notices and communications from us exclusively via electronic means (e.g. via e-mail, mobile message or our Web Site) in accordance with our terms and conditions provided herein and in our E- Communications Consent. At registration, for the duration of this Card usage and in certain instances following the termination of your Card account with us we require your valid and working email address in order to ensure we can effectively communicate with and deliver our services to you. You must electronically consent to the terms and conditions set forth in our E-Sign Disclosure and Consent. You can withdraw your consent at any time but only in the manner set forth in our E-Sign Disclosure and Consent. Such withdrawal may result in the disruption, suspension or termination of your Card account.

E-Sign Disclosure and Consent

This E-Sign Disclosure and Consent ("E-Sign Consent") applies to all Communications for the Card.

"Communication" means any customer agreements or amendments thereto, periodic statements, tax statements, disclosures, notices, responses to claims, transaction history, privacy policies and all other information related to the Card, including but not limited to information that we are required by law to provide to you in writing.

Scope of Communications to Be Provided in Electronic Form

You agree that we may provide you with any Communications that we may choose to make available in electronic format, to the extent allowed by law, and that we may discontinue sending paper Communications to you, unless and until you withdraw your consent as described below. Your consent to receive electronic communications and transactions includes, but is not limited to:

- All legal and regulatory disclosures and communications associated with the Card or any product or service available through use of the Card. As an example, we may choose to send by e-mail legally required notification of changes to terms and conditions related to the Card.
- Notices or disclosures about a change in the terms of your Card or associated payment feature and responses to claims.
- Privacy policies and notices.
- Transaction histories or periodic statements for your Card or such other Communications that we may include from time to time as part of the enrollment to receive electronic statements.

Method of Providing Communications to You in Electronic Form

All Communications that we provide to you in electronic form will be provided either (1) via e-mail, (2) by access to a web site that we will designate in an e-mail notice we send to you at the time the information is available, (3) to the extent permissible by law, by access to a web site that we will generally designate in advance for such purpose, or (4) by requesting you download a PDF file containing the Communication.

How to Withdraw Consent

You may withdraw your consent to receive Communications in electronic form by calling us at 1-844-636-6300. At our option, we may treat your provision of an invalid e-mail address, or the subsequent malfunction of a previously valid e-mail address, as a withdrawal of your consent to receive electronic Communications. Any applicable fees for mailed statements are outlined in the Fee Table within the Cardholder Agreement. Any withdrawal of your consent to receive electronic Communications will be effective only after we have a reasonable period of time to process your withdrawal.

How to Update Your Records

It is your responsibility to provide us with true, accurate and complete e-mail address, contact, and other information related to the Disclosure and your Card, and to maintain and update promptly any changes in this information. You can update information (such as your e-mail address) through our web site or by calling us at 1-844-636-6300.

Hardware and Software Requirements

In order to access, view, and retain electronic Communications that we make available to you, you must have:

- Sufficient electronic storage capacity on your computer's hard drive or other data storage unit; or
- An e-mail account with an Internet service provider and e-mail software in order to participate in our electronic Communications programs;
- A personal computer, operating system and telecommunications connections to the Internet capable of receiving, accessing, displaying, and either printing or storing Communications received from us in electronic form via a plain text-formatted e-mail or by access to our web site using one of the browsers specified below.

Requesting Paper Copies

We will not send you a paper copy of any Communication which is available electronically from us, unless you request it, or we otherwise deem it appropriate to do so. You can obtain a paper copy of an electronic Communication by printing it yourself or by requesting that we mail you a paper copy, provided that such request is made within a reasonable time after we first provided the electronic Communication to you. To request a paper copy, call us at the Customer Service Number. We may charge you a reasonable service charge, of which we have provided you prior notice, for the delivery of paper copies of any Communication provided to you electronically pursuant to this authorization. We reserve the right, but assume no obligation, to provide a paper (instead of electronic) copy of any Communication that you have authorized us to provide electronically.

Communications in Writing

All Communications in either electronic or paper format from us to you will be considered "in writing." You should print or download for your records a copy of this Disclosure and any other Communication that is important to you.

Federal Law

You acknowledge and agree that your consent to electronic Communications is being provided in connection with a transaction affecting interstate commerce that is subject to the federal Electronic Signatures in Global and National Commerce Act, and that you and we both intend that the Act apply to the fullest extent possible to validate our ability to conduct business with you by electronic means.

State Privacy Laws

We also comply with state privacy laws to the extent that they apply.

Termination / Changes

We reserve the right, in our sole discretion, to discontinue the provision of your electronic Communications, or to terminate or change the terms and conditions on which we provide electronic Communications. We will provide you with notice of any such termination or change as required by law.

This Card is issued by Metropolitan Commercial Bank (Member FDIC) pursuant to a license from Visa USA, Inc. "Metropolitan Commercial Bank" and "Metropolitan" are registered trademarks of Metropolitan Commercial Bank © 2014

(844) 636-6300

www.myMACcard.com

Metropolitan Commercial Bank Privacy Policy Notice:

FACTS	WHAT DOES Metropolitan Commercial Bank 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?	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <table border="0" style="width: 100%;"> <tr> <td style="padding-right: 40px;">Identification Information</td> <td>Account transactions</td> </tr> <tr> <td>Account balances</td> <td>Checking account information</td> </tr> <tr> <td>Transaction history</td> <td>Wire transfer instructions</td> </tr> </table> <p>When you are no longer our customer, we continue to share your information as described in this notice.</p>		Identification Information	Account transactions	Account balances	Checking account information	Transaction history	Wire transfer instructions
Identification Information	Account transactions							
Account balances	Checking account information							
Transaction history	Wire transfer instructions							
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 Metropolitan Commercial Bank chooses to share; and whether you can limit this sharing.							
Reasons we can share your personal information	Does Metropolitan Commercial Bank 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 don't share						
For our affiliates' everyday business purposes information about your creditworthiness	No	We don't share						
For non-affiliates to market to you	No	We don't share						
Questions?	Call 1-866-363-8226 or visit www.metropolitanbankny.com							

What We Do	
How does Metropolitan Commercial Bank 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. We also maintain other physical, electronic and procedural safeguards to protect this information and we limit access to information to those employees for whom access is appropriate.

<p>How does Metropolitan Commercial Bank collect my personal information?</p>	<p>We collect your personal information, for example, when you:</p> <p style="text-align: center;"> Open an account Provide account information </p> <p style="text-align: center;"> Apply for financing Give us your contact information </p> <p style="text-align: center;"> Show your driver's license </p> <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
<p>Why can't I limit all sharing?</p>	<p>Federal law gives you the right to limit only:</p> <ul style="list-style-type: none"> • sharing for affiliates' everyday business purposes - information about your credit worthiness • affiliates from using your information to market to you • sharing for non-affiliates to market to you <p>State laws and individual companies may give you additional rights to limit sharing.</p>
<p>Definitions</p>	
<p>Affiliates</p>	<p>Companies related by common ownership or control. They can be financial and non-financial companies. <i>Metropolitan Commercial Bank does not share with our Affiliates so they can market to you.</i></p>
<p>Non-affiliates</p>	<p>Companies not related by common ownership or control. They can be financial and non-financial companies. <i>Metropolitan Commercial Bank does not share with non-affiliates so they can market to you.</i></p>
<p>Joint Marketing</p>	<p>A formal agreement between non-affiliated financial companies that together market financial products or services to you. <i>Our joint marketing partners include credit card account companies.</i></p>
<p>Other Important Information</p>	
<p>For Alaska, Illinois, Maryland and North Dakota Customers. We will not share personal information with nonaffiliates either for them to market to you or for joint marketing – without your authorization.</p> <p>For California Customers. We will not share personal information with nonaffiliates either for them to market to you or for joint marketing – without your authorization. We will also limit our sharing of personal information about you with our affiliates to comply with all California privacy laws that apply to us.</p> <p>For Massachusetts, Mississippi and New Jersey Customers. We will not share personal information from deposit or share relationships with nonaffiliates either for them to market to you or for joint marketing – without your authorization.</p> <p>For Texas Customers. If you have a complaint, first contact the customer service division of Metropolitan Commercial Bank at 1-866-363-8226. If you still have an unresolved complaint regarding the company's money transmission activity, please direct your complaint to Texas Department of Banking, 2601 North Lamar Boulevard, Austin, Texas 78705, 1-877-276-5554 (toll free), www.dob.texas.gov.</p> <p>For Vermont Customers. We will not share personal information with nonaffiliates either for them to market to you or for joint marketing without your authorization, and we will not share personal information with affiliates about your creditworthiness without your authorization.</p>	

Money Access Card ("MAC") Visa Prepaid Debit Card

Prepaid Card Fee Schedule

Fee Category	Fee Type	MAC One	MAC Choice	Explanation
Total Cost of Setup:	Monthly Maintenance Fee	\$1.00	No Charge	Monthly fee assessed each month during periods of account activity. See Inactivity Fee, below. A Monthly Maintenance Fee will not be assessed in any month that an Inactivity Fee is charged.
	Activation	No Charge	No Charge	
Add Money:	Direct Deposit	No Charge	No Charge	
	Western Union/Moneygram**	\$1.00	\$1.00	
	Visa Readylink	\$2.00	\$2.00	
Get Cash:	ATM Withdrawal*	2 per month at no cost. \$1.50 subsequent	\$1.50	
	International ATM Withdrawal*	\$4.00	\$4.00	
	Teller Withdrawal	No Charge	No Charge	Over the counter cash withdrawal at any Visa member bank.
Spend Money:	Signature	No Charge	No Charge	
	PIN	No Charge	No Charge	
	International Transaction	3% of total transaction amount	3% of total transaction amount	A fee charged on a transaction in which the merchant is located in a country other than the U.S. or processes transactions outside the U.S.
Information:	Call Customer Service	No Charge	No Charge	
	Online/Mobile* Information	No Charge	No Charge	
	ATM Balance Inquiry*	\$0.50	\$0.50	
Caution:	ATM Decline*	\$0.50	\$0.50	
	Card Replacement Fee	2 Card replacements at no cost. \$5.00 for each subsequent.	2 Card replacements at no cost. \$5.00 for each subsequent.	Standard processing (3-5 business days) of a replacement card that is lost or stolen
	Expedited Card Replacement Fee	\$20.00	\$20.00	Expedited processing (2 business days) of a replacement card that is lost or stolen
	Paper Statements	\$4.00	\$4.00	Monthly paper statements requested by mail. Statements are available online at no charge online.
	Inactivity Fee	\$4.00	\$4.00	Inactivity Fee will be assessed monthly and will be applied against the remaining balance following any 12-month period during which there has been no consumer-initiated activity. The Monthly Maintenance Fee will not be assessed in any month that an Inactivity Fee is charged.
Limits	Daily ATM Withdrawal	\$1,000	Per Card Account, regardless of the number of Companion Cards that access your Card Account.	
	Total Daily Limit	\$3,500		
	ACH Loads	\$20,000		
Maximum Balance:	\$20,000			

*Third party fees/carrier fees may apply. If you use your Card at an ATM for any transaction, including a balance inquiry, you may be charged a fee by the ATM operator, even if you do not complete a withdrawal. This ATM fee is a third party fee assessed by the individual ATM operator or bank and is not assessed by us. This ATM fee amount will be charged to your Card.

** Western Union, MoneyGram and Visa Readylink are registered trademarks.

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