

# ArbiterPay™

## **CONGRATULATIONS!** **YOUR NEW CARD IS HERE!**

Welcome to a world of convenience brought to you by ArbiterSports. Enjoy all the benefits that your prepaid debit card has to offer.

Don't forget to

### **ACTIVATE YOUR CARD**

please visit the following link:

[www.arbiterpay.com/activate/](http://www.arbiterpay.com/activate/)

or call 888-484-8588

from 7 am to 7 pm MST.

### **YOUR NEW CARD MUST BE ACTIVATED!**

#### **THINGS YOU SHOULD KNOW**

- This card serves as your ArbiterPay Prepaid Debit Card.
- This card is linked directly to your ArbiterPay Account and can be used at millions of Mastercard locations worldwide.
- This is not a credit card. There are no interest charges or annual fees. Purchases are deducted from your ArbiterPay Account automatically as long as there is a balance in your ArbiterPay Account.

#### **HERE ARE A FEW HELPFUL TIPS ABOUT YOUR NEW CARD**

- **Credit vs. Debit:** Always run your card under the Credit Option at point of sale transactions.
- **Gas Stations:** To prevent holds, if your card balance is under \$100 pay the gas station attendant inside. Your card may be subject to an authorization hold when paying at the automated pump.
- **Restaurants/Bars/Salons:** These merchants may authorize your card for an amount greater than the transaction (15-25%, typically) to allow for a gratuity, which can cause declined transactions.
- **Hotels/Car Rentals:** These merchants will place a hold on your card that can last as long as two weeks. Your funds will be unavailable for use while this authorization is pending.
- **Managing Your Card:** You can check your card balance, transaction history, or report your card lost or stolen online at [www.arbiterpay.com](http://www.arbiterpay.com) or by calling 1-888-484-8588.
- **Your Temporary card PIN** is the same number as your security key/PIN in ArbiterPay.

Please review the Fees, Terms, & Conditions on the back of this carrier for additional information about your ArbiterPay Prepaid Debit Card.

- Treat this card like cash.
- Change your PIN often.
- Never write the PIN on the card.
- Don't tell anyone your PIN.

Use your card where you see these symbols:



CUSTOMER SUPPORT INCLUDING PIN CHANGE FOR YOUR ARBITERPAY

PREPAID DEBIT CARD:

888-484-8588

For current card features and functions, please visit:

www.ArbitrerPay.com

#### CARD FEES

Card Activation Fee	FREE
Support Calls Fee	FREE
PIN Change Fee	FREE
Cash Back Option with POS purchase	FREE
Weekly Maintenance Fee	FREE
Point of Sale (POS) Transactions	\$0.50
POS Declines	\$1.00
ATM Account Inquiry Fee	\$1.50
Domestic ATM Fees*	\$2.75
ATM Decline for Non-Sufficient Funds Fee	\$2.75
International ATM Fees*	\$3.75
ATM Decline International Fee	\$3.75
Card to Bank Funds Transfer (ACH) Fee	\$25.00
Replacement of lost or stolen card	\$10.00
Account Closure Fee/Request for Balance by Check	\$25.00

\*Fees may also be imposed by the local ATM provider in addition to card fees.

If prompted, select the "Checking" option to withdraw cash from an ATM.

You are allowed 10 ATM withdrawals for a total of \$3,500 per day. At a point-of-sale, you are allowed 10 purchases for a total of \$3,500 per day.

#### DECLINES: There are several reasons this might occur...

- If at a Point of Sale terminal you are trying to purchase an item that costs more than the value on the card, plus the POS fee (if applicable).
- If at an ATM you are trying to access your funds, but get an error message stating "FUNDS NOT AVAILABLE" or something similar it may mean that you are trying to withdraw more than is available. Please keep in mind that there needs to be sufficient funds to cover the fees associated with the transaction.

Example: You have \$42.50 in your account. You try to withdraw \$40.00 and you receive an error message. The reason is the fee to withdraw the funds is greater than \$2.50, not including ATM convenience fee (if applicable).

#### Want to save money on fees? Follow these easy tips:

- ◇ Check your balance online or through customer service before using an ATM.
- ◇ Use your card as a payment method in grocery stores, convenience stores, drug stores, or anywhere that accepts Debit MasterCard®.
- ◇ If your card is rejected at an ATM, never attempt over and over again. Some ATMs impose a fee even for declined transactions.
- ◇ Remove your entire card balance for free by visiting any financial institution that is a MasterCard principal member and asking for a cash advance for the balance on the card.
- ◇ Maintain your account for free online.
- ◇ Retain this document for future reference.
- ◇ Another reason for a decline is because of Invalid PIN number.
- ◇ Pre-Payment of services like fuel dispensed from a "Pay at the Pump" terminal prior to pumping the gas or for services like a hotel room. The payment networks automatically put a hold on a certain amount of the funds available to ensure payment. This hold usually takes several days to be removed; therefore, the cardholder cannot access his funds until this hold is removed.

#### Terms and Conditions

##### Usage of the Card constitutes agreement to the Terms and Conditions set forth herein.

This Cardholder Agreement and Disclosure (this "Agreement") covers your rights, our rights, and rights of our affiliates and representatives, relating to your election to use your ArbitrerPay Prepaid MasterCard® (the "Card"), issued by Cache Valley Bank ("CVB"). In this Agreement, "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" means Rapid Financial Solutions our successors, affiliates or assignees.

By using, or authorizing any other person to use your Card, you hereby understand and agree to the following terms and conditions:

**Receipt of Payment via the Card.** Your company or employer (your "Company") will transfer funds (the "Funds") due to you to a pooled account maintained at Cache Valley Bank, member FDIC (the "Bank"). You can access your Funds through your use of the Card.

**Availability of Funds.** Your Funds will become available to you through the use of the Card after your Company has transferred those Funds to the Bank. You may use your Card to access Funds only to the extent that you have available Funds. You can call us at 1-888-484-8588 or go to www.ArbitrerPay.com and click on "User Login".

**No Interest on Your Funds.** You will not receive any interest on your Funds.

**Card Services.** We generally offer the following services to Cardholders ("Cardholder Services"):

- **Automated Teller Machine ("ATM") Services.** You may use your Card to access your funds at any ATM that bears the network marks for Pulse®, MasterCard®, and Maestro® that appear on the back of your Card or to inquire about the amount of Funds available to you.
- **Merchant Services.** You may use your Card to purchase goods and services at any retail or other establishment that accepts MasterCard debit cards for payment or displays the network marks that appear on the back of your Card.

**Available Balance.** Each time you use your Card, you authorize us to reduce the value available on your Card by the amount of the transaction and any applicable fees, taxes or other charges assessed by the merchant. Transactions that exceed the remaining balance on your Card are prohibited and should be declined at the point of sale. If, notwithstanding an insufficient balance, an authorization is received by the merchant or the merchant uses other means to proceed with the transaction, then you agree to reimburse us for any amount in excess of the Card balance for such a transaction.

**Fees.** We will post the changes to the fees on the Card website at www.ArbitrerPay.com. You will be deemed to have proper notice thirty days (30) after the amendments are posted.

**Personal Identification Number ("PIN").** We will assign to you a confidential PIN, which will enable you to identify yourself when using your Card. Your PIN is a security feature that functions as your signature, identifying you as the proper user of the Card and authorizing any transaction that you make through the Card. It is solely your responsibility to not reveal your PIN to unauthorized users of the Card and you assume full responsibility for any and all transactions made through your Card with the use of your PIN. If you voluntarily give your Card and/or PIN to another person, you have authorized such person to use your Card and access your Funds, and you will be responsible for their use of your Card.

Your temporary PIN is the same number as your security key/PIN in ArbitrerPay. Change your PIN often. Never write the PIN on the card. Don't tell anyone your PIN. We will never ask for your PIN.

**Receipts at Electronic Terminals.** You should receive a receipt at the time you use your Card at an ATM, or to purchase goods or services through a merchant at retail or other establishment.

**Periodic Card Statements.** Under the Electronic Fund Transfer Act, you can request periodic statements showing your balance and transactions done using your Card. You can choose to receive the following information in paper form (a fee applies) or electronically at no cost:

- Monthly statements, unless there are no transactions through your Card during a particular month.
- Amendments to this agreement, including, without limitation, any changes in the Cardholder Services Schedule and fees set forth therein or any other terms or conditions of your use of the Card; and all other disclosures, notifications and information relating to the Card and the terms of your use of the Card.

**Our Liability for Unauthorized Transfers.** You shall notify us immediately if you believe that your Card has been lost or stolen or that an unauthorized person has learned your PIN or Card number. If you think your card has been lost or stolen, and you would like a replacement card please call 1-888-484-8588 and there will be a \$10.00 replacement fee to send you a new Card. Telephoning us is the best way of minimizing possible losses. You could lose all of your Funds if you fail to notify us promptly. If you notify us within two (2) business days, you can lose no more than \$50.00 if someone uses your Card without your permission. If you do not notify us within two (2) business days after you learn of the loss or theft of your Card, and if we can prove that we could have prevented someone from using your Card without permission if you had promptly notified us, you could lose up to \$500.00 of your Funds. You shall notify us immediately if your Card statement shows transfers or transactions that you did not make or authorize. A consumer's 60-day period to report errors begins on the earlier of the date either the consumer electronically accesses the account or the date after the statement, including the transaction, was delivered to you. As Rapid Financial Solutions may not, or is unable to track when consumers electronically access their accounts, we will allow a consumer to report an error up to 120 days after the date the transaction allegedly in error was credited or debited to the prepaid card account. If it can be proven that we could have prevented someone from withdrawing or using your Funds if you had notified us in time, you may not get back any Funds withdrawn by an unauthorized user.

**Our Liability for Failure to Complete Transactions.** If we do not properly complete a Card transaction for you on time and in the correct amount, we could be liable for your losses or damages. However, there are some exceptions:

- If through no fault of our own, you do not have adequate Funds available to complete the transaction;
- If an ATM where you are making a withdrawal does not have enough cash;
- 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;
- If circumstances beyond our control (such as fire, flood or communications or computer failure) prevent the completion of the transaction, despite our reasonable efforts;
- If access to your account has been blocked after you have reported your Card lost or stolen;
- If a merchant refuses to accept your card;
- If there is a hold on your Funds at the Bank for any reason;
- If your Funds are subject to legal process or other encumbrance restricting its transferability; or
- If your transfer authorization terminates by operation of law.

There may be other applicable exceptions not listed above, but stated elsewhere in other agreements between you and Us.

**Error Resolution.** In case of errors or questions about Card transactions or if you need more information about a transaction listed on a statement or receipt, please notify us as soon as possible. You can notify us by telephone at 1-888-484-8588 or by U.S. Mail at:

#### Cardholder Services

PO Box 6425  
North Logan, UT 84341

A consumer's 60-day period to report errors begins on the earlier of the date either the consumer electronically accesses the account or the date after the statement, including the transaction, was delivered to you. As We may not, or is unable to track when consumers electronically access their accounts, we will allow a consumer to report an error up to 120 days after the date the transaction allegedly in error was credited or debited to the prepaid card account. When you notify us:

- Tell us your name and Card 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.
- Tell us the dollar amount of the suspected error and where and when the transaction took place. If you tell us verbally, we may require that you send us your complaint or question in writing within ten (10) business days.
- Within ten (10) business days after we hear from you, we will determine whether an error occurred, and if so, we will correct the error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days for the amount you think is in error, so that you will have the use of the money during the time that it takes us to complete our investigation. If we ask you to put your complaint or questioning in writing and we do not receive it within ten (10) business days, we may not so credit your account.
- 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. We may debit your Funds at the Bank with the amount that we credited your Funds during our investigation of your complaint or question. You may ask for copies of the documents that we used during our investigation.
- Foreign Currency Transactions: Any purchase or withdrawal made in another currency will be converted to U.S. dollars by MasterCard International Incorporated, according to an exchange rate selected by MasterCard International Incorporated from the range of rates available in wholesale currency markets for the applicable central processing date, which may vary from the rate MasterCard itself receives, or the government-mandated rate in effect for the applicable central processing date. You agree to pay the converted amount plus any charge for conversion or proceedings that may be imposed.
- Confidentiality. We may disclose information to third parties about your Card transaction history:
- Where it is necessary for completing transactions;
- In order to verify the existence and conditions of your Card and Funds for a third party, such as a credit bureau or merchant;
- In order to comply with government agency or court orders, or other legal reporting requirements; or
- If you give us your written permission. Within our organization and with respect to the Bank, we may share your personal information as well as information concerning your Card transaction history. Other information you have given us in connection with obtaining a Card, or information we may receive from other third party, also may be shared within our organization, with the Bank and certain other parties.
- Please see our Privacy Policy for additional information in this regard.

**Business Days.** Our business days are Monday through Friday, 8:00 am – 5:00 pm, MST, with the exception of any state or federal banking holidays.

**Cancellation.** You may cancel your Card and this Agreement at any time by notifying your Company or by contacting us directly. In addition, we may cancel this Agreement, the Card and the related services at any time.

**Amendment.** We may amend or change the terms of this Agreement at any time. We will notify you thirty days (30) prior to the effective date of any changes. If we are unable to contact you for any reason, we will post the changes on the Card website at www.ArbitrerPay.com. You will be deemed to have proper notice thirty days (30) after the amendments are posted. You are encouraged to review the web site regularly to monitor changes in the terms of this Agreement. However, if a change is made for security purposes, we can implement it without prior notice.

**Severability.** In the event that any provision of this Agreement is determined to be invalid, illegal or unenforceable, such determination shall not affect the other provisions of this Agreement.

**Governing Law.** This agreement shall be governed by, and construed in accordance with the laws of the State of Utah and any actions or proceeding with respect to this Agreement or any services hereunder shall be brought only before a federal or state court in the State of Utah.

**Arbitration.** In the event of any dispute or claim relating in any way to this Agreement or services provided, the parties agree that such dispute shall be resolved by binding arbitration with the American Arbitration Association, utilizing the rules of procedure or such arbitration service. Further, any such arbitration shall take place in Utah and the laws of Utah shall apply. The decision of an arbitrator will be final subject to enforcement in a court of competent jurisdiction.

This card is issued by Cache Valley Bank pursuant to a license from MasterCard International Incorporated. Rapid Financial Solutions is a registered MSP of Cache Valley Bank. MasterCard is a registered trademark of MasterCard International Incorporated.