

# Elan Financial Services® Rewards Card

## Cardholder Agreement

(Effective 1/31/17)

**Read this Cardholder Agreement (“Agreement”) carefully and keep it for future reference.**

The Elan Financial Services Rewards Card (“Card”) is a non-reloadable Visa or MasterCard prepaid card issued by Elan Financial Services that is loaded with value and given to you as authorized and determined solely by an organization in connection with a loyalty, award or promotional program. Signing the back of the Card, using the Card, or allowing someone else to use the Card means that you accept this Agreement and you are responsible for all transactions. In this Agreement the terms “we”, “us”, and “our” mean Elan Financial Services and “you” or “your” mean anyone who has received the Card or is authorized to use it. The laws of the state of Ohio govern interpretation of this Card Agreement. We may change the terms of, or add new terms to, this Card Agreement at any time, with or without cause, and without giving you notice, in accordance with applicable law. Visit [www.elanrewardscard.com](http://www.elanrewardscard.com) for posting of the most recent terms.

**THIS AGREEMENT CONTAINS AN ARBITRATION PROVISION (INCLUDING A CLASS ACTION ARBITRATION WAIVER).** It is important that you read the Arbitration section carefully.

**THIS CARD IS SUBJECT TO AN EXPIRATION DATE AND MUST BE ACTIVATED PRIOR TO USE.** See “*Expiration, Revocation*” and “*Using Your Card*” below for more information.

### Using Your Card

We encourage you to use your Card immediately. You must activate your Card prior to the “valid thru” date on the front of your Card by calling the phone number or visiting the website printed on the back of the Card. After activation your Card may be used to purchase goods or services at any merchant that accepts Visa or MasterCard debit cards. You must not use your Card for any illegal transaction. We may decline authorization for any illegal transaction or Internet gambling transaction. Your Card is not redeemable for cash. Your Card cannot be used for any cash advances or cash back at the point of sale, money orders, travelers checks or gambling transactions. Additional value cannot be added to this Card. All transactions will be declined once the Card balance reaches zero. Keep a record of your Card number in case of loss or theft.

### Fees

There are no fees when using the Card to purchase goods and services domestically. However, the following fees apply and will be deducted from the balance available on the Card, as applicable, except where prohibited or modified by applicable law.

*Administrative Fee:* After the first twelve calendar months following the issue date of your Card, a **\$3.00** fee will be charged to your Card each month until it expires. This fee will not be charged once the balance on the Card reaches \$0.00. In some states this fee may not be charged until after a stated number of months of non-use.

*Card Replacement Fee:* A **\$15.00** fee will be charged to your Card any time it is replaced and for any reason.

*Escheatment Fee:* A **\$15.00** fee will be charged to your Card if it is escheated according to applicable law.

### Foreign Transactions

Please refer to your cardholder materials to determine if your card is eligible to make foreign transactions. Also, you can go to [www.elanrewardscard.com](http://www.elanrewardscard.com) to view the current agreement.

### Balance and Account Information

You may obtain balance and account information online at [www.elanrewardscard.com](http://www.elanrewardscard.com). You may also contact Cardholder Services by calling 855-274-9934.

## **Sale Prohibited**

Sale of Cards is strictly prohibited.

## **Expiration, Revocation**

The Card is valid through the expiration date shown on the front of the Card or until the value on the Card reaches zero, except where prohibited or modified by applicable law. The Card is no longer usable after the last day of the month of the “valid thru” date shown on the front of the Card unless you obtain a replacement Card. When the Card expires it will be closed and any unused balance will be handled according to escheat law. Elan Financial Services may revoke the Card at any time without cause or notice. You must surrender a revoked Card and may not use it to make purchases. You may not sell your Card and Elan Financial Services is not liable for the revocation of funds on Cards that have been sold or transferred by you.

## **Internet, Mail and Phone Order Purchases**

Internet, mail and phone order purchases may require that we have the name and address of the Card owner on file. If you wish to make Internet or mail order purchases, you will need to go to [www.elanrewards.com](http://www.elanrewards.com) and enter your name and address prior to performing an Internet, mail or phone order transaction.

## **Personal Identification Number (PIN) Purchases**

During the Card activation process, you will be required to set your PIN, which you may use for making purchases where entering a PIN is allowed. You can also change your PIN by calling 855-274-9934. The Card and PIN are provided for your use and protection, and you will:

1. Not disclose the PIN nor record it on the Card or otherwise make it available to anyone else;
2. Use the Card and the PIN as instructed (**Card cannot be used to obtain cash**);
3. Promptly notify us of any loss or theft of your Card or PIN (see “*Liability for Lost/Stolen Card and Unauthorized Transactions*”); and
4. Be liable for any transactions made by a person you authorize or permit to use your Card and/or PIN. If you permit someone else to use your Card, we will treat this as if you have authorized this person to use your Card and you will be responsible for any transactions initiated by such person with your Card.

## **Liability for Lost/Stolen Card and Unauthorized Transactions**

If your Card has been lost, stolen, or subject to unauthorized use, contact Cardholder Services immediately at 855-274-9934, 24 hours a day, 7 days a week. You will be required to provide your name, the Card number, and the relevant transaction history. You must call us within 60 days of the date of the transaction you believe to be unauthorized. If you don't report within this timeframe, you may be liable for all transactions that occur on your Card. You may also be liable for transactions that occur on your Card after you report your Card lost or stolen unless (1) you sign the signature panel on the back of the Card in permanent ink, (2) you promptly report all facts relating to a loss or theft of your Card, and (3) if we ask for your cooperation in our investigation of your lost or stolen Card, you fully cooperate with our request. If you comply with these procedures and we determine there is a balance remaining on your lost or stolen Card, you may request a replacement Card. We will charge a fee to replace a lost or stolen Card, which will be deducted from the balance of your Card. A reissued Card may take up to 20 days to process.

## **Liability for Failure to Complete Transactions**

Elan Financial Services is not liable for any failed transaction if you do not have enough money on your Card to cover a transaction, the terminal or system is not working properly, circumstances beyond our control prevent the transaction, or the merchant authorizes an amount greater than the purchase amount.

## **Liability and Error Resolution Procedures**

If there is a problem or dispute with a purchase of goods or services, you must address it directly with the merchant involved. Refunds and returns are subject to the merchant's policies or applicable laws. In case of any other errors on your card account call Cardholder Services immediately at 855-274-9934. You must call within 60 days of the

date of the transaction. If you need more information about error resolution procedures please call Cardholder Services at 855-274-9934.

### **Disclosure of Information to Third Parties**

We may disclose information to third parties about your Card or the transactions you make: (a) where it is necessary for completing transactions; (b) to verify the existence and condition of your Card to a third party; (c) to utilize services of third parties and affiliate entities who assist us in providing the Card and related services; (d) to comply with government agency rules or court orders; (e) if you give us your permission; (f) if you owe us money or there are legal proceedings in connection with your Card, in which case information may be released to attorneys, accountants, collection bureaus, financial institutions, and others involved in collection, adjustment, settlement or reporting; (g) to protect against potential fraud and other crimes; or (h) when otherwise permitted by law.

### **Arbitration**

- A. You agree that either you or we can choose to have binding arbitration resolve any claim, dispute or controversy between you and us that arises from or relates to this Agreement or your Card and card account (individually and collectively, a "Claim"). This does not apply to any Claim in which the relief sought is within the jurisdictional limits of, and is filed in, a small claims court. If arbitration is chosen by any party, the following will apply:
1. NEITHER YOU NOR WE WILL HAVE THE RIGHT TO LITIGATE A CLAIM IN COURT OR TO HAVE A JURY TRIAL ON A CLAIM, OR TO ENGAGE IN PRE-ARBITRATION DISCOVERY, EXCEPT AS PROVIDED FOR IN THE APPLICABLE ARBITRATION RULES.
  2. Arbitration will only decide our or your Claim, and you may not consolidate or join the claims of other persons who may have similar claims. YOU WILL NOT HAVE THE RIGHT TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS OF CLAIMANTS, OR AS A PRIVATE ATTORNEY GENERAL, PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION.
  3. The arbitration will be performed in accordance with this Arbitration Provision and the rules of the chosen arbitrator in effect when the Claim is filed.
  4. The arbitrator's decision will generally be final and binding, except for the limited right of appeal provided by the Federal Arbitration Act.
  5. Other rights that you would have if you went to court might also not be available in arbitration.
- B. The party commencing the arbitration may select to use either JAMS or the American Arbitration Association ("AAA") (or, if neither of these arbitration organizations will serve, then a comparable substitute arbitration organization agreed upon by the parties, or if the parties cannot agree, chosen by a court of competent jurisdiction). If JAMS is selected, the arbitration will be handled according to its Streamlined Arbitration Rules unless the Claim is for \$250,000 or more, in which case its Comprehensive Arbitration Rules shall apply. If the AAA is selected, the arbitration will be handled according to its Commercial Arbitration Rules. You may obtain rules and forms for JAMS by contacting JAMS at 800-352-5267 or [www.jamsadr.com](http://www.jamsadr.com) and for the AAA by contacting the AAA at 800-778-7879 or [www.adr.org](http://www.adr.org). Any arbitration hearing that you attend will take place in the federal judicial district where you reside. At your request, we will advance your filing and hearing fees for any Claim you may file against us. If you prevail on your Claim, we will pay your arbitration costs and fees, other than attorney, expert and witness fees and expenses. We will also pay any fees or expenses that applicable law requires us to pay. The arbitrator shall apply applicable substantive law consistent with the Federal Arbitration Act, 9 U.S.C. §§ 1 through 16, including but not limited to applicable statutes of limitation, and shall honor claims of privilege recognized at law. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.
- C. This Arbitration Provision shall survive termination of your Card and card account. Notwithstanding any language in this Agreement to the contrary, this Arbitration Provision shall be governed by federal law, including the Federal Arbitration Act. Notwithstanding any language of this Agreement to the contrary,

should any portion of this Arbitration Provision be held invalid or unenforceable by a court or other body of competent jurisdiction, this entire Arbitration Provision shall be automatically terminated and all other provisions of this Agreement shall remain in full force and effect.

### **Here are Some Helpful Tips on How to Use Your Elan Financial Services Rewards Card**

- **Know Your Balance:** The Rewards Card transaction will be declined if you attempt to make a purchase in excess of your card balance. If your Rewards Card value is not enough to cover the full amount of your purchase, ask the cashier to split the transaction between the remaining card balance and another form of payment. Tell the cashier how much is on your Rewards Card since many merchants cannot tell what the balance is. Visit [www.elanrewardscard.com](http://www.elanrewardscard.com) for balance information.
- Most restaurants, salons and other services where you typically tip may temporarily add approximately 20% to your bill to cover the tip. Make sure your balance can cover the 20% or your transaction will be declined.
- When purchasing gasoline at a gas station using the pay-at-the pump option, a hold may be placed on your account to initiate the transaction. This amount may be greater than the actual transaction amount and will be held until the actual transaction amount clears. To avoid having funds held while waiting for the transaction to clear, pay the cashier inside for your gasoline purchase. Payments made inside clear for the actual amount immediately.-
- Go to [www.elanrewardscard.com](http://www.elanrewardscard.com) to register your card with your name and address before you make any purchases over the web, phone or through the mail. Many merchants do an address match to make sure that the card belongs to the person making the purchase.
- Your card does not have cash access. It cannot be used to withdraw funds at an Automated Teller Machine (“ATM”).
- Visit [www.elanrewardscard.com](http://www.elanrewardscard.com) for additional helpful tips on how to use your Elan Financial Services Rewards Card.