

Volkswagen Dealership Card Cardholder Agreement

CUSTOMER SERVICE CONTACT INFORMATION:

Program Headquarters, PO Box 6100, Woodridge, IL 60517 ("Notice Address")

www.vwgoodwillpackage.com ("Website")

844-847-0100 ("Toll-Free Customer Service Number")

IMPORTANT NOTICES:

- (1) THIS CARD HAS BEEN ISSUED FOR LOYALTY, AWARD, OR PROMOTIONAL PURPOSES. YOU ARE AN AUTHORIZED USER OF THE CARD. THE FUNDS HAVE BEEN MADE AVAILABLE TO YOU PURSUANT TO A CONDITIONAL OFFER BY THE CORPORATE SPONSOR, AND YOU DO NOT HAVE ANY RIGHTS OR OWNERSHIP OF THE FUNDS BEYOND THE AUTHORIZED USE OF THE CARD PROVIDED FOR IN THIS AGREEMENT.
- (2) ANY FUNDS REMAINING AFTER EXPIRATION WILL NOT BELONG TO YOU OR BE AVAILABLE TO YOU FOR ADDITIONAL USE.
- (3) PLEASE READ CAREFULLY. THIS AGREEMENT CONTAINS AN ARBITRATION PROVISION ("DISPUTE CLAUSE" SECTION) REQUIRING ALL CLAIMS TO BE RESOLVED BY WAY OF BINDING ARBITRATION.
- (4) ALWAYS KNOW THE EXACT DOLLAR AMOUNT AVAILABLE ON THE CARD. MERCHANTS MAY NOT HAVE ACCESS TO DETERMINE THE CARD BALANCE.
- (5) BY ACCEPTING, SIGNING, OR USING THIS CARD, YOU AGREE TO THESE TERMS.

Fees and Expiration Dates associated with the Prepaid Card

The Card will expire **twelve (12)** months after issuance, as noted by the "Good Thru" date identified on the front of the Card. The funds on the Card will not be available after expiration, so you should use the funds prior to the "Good Thru" date on the front of the Card.

Replacement Card Fee (SVC CHG REPLACE CARD): \$5.00

This Cardholder Agreement ("Agreement") sets forth the terms and conditions under which the Volkswagen Dealership Card has been issued to you. In this Agreement, "Card" means the Volkswagen Dealership Card issued to you by MetaBank®. "You" and "your" means the person or persons who have received the Card and are authorized to use the Card as provided for in this Agreement. "We," "us," and "our" mean MetaBank, our successors, affiliates or assignees. "Corporate Sponsor" means the manufacturer, retailer, distributor, or marketer of the Card. The Card will remain the property of MetaBank and must be surrendered upon demand. The Card is nontransferable, and it may be canceled, repossessed, or revoked at any time without prior notice subject to applicable law. Please read this Agreement carefully and keep it for future reference.

1. ABOUT THE CARD

The Card is a prepaid card that has been provided pursuant to a conditional offer, and as a gratuity without the payment of any monetary value or consideration. The Card allows you to access funds on the Card provided all conditions of the offer have been met. The funds accessible by your use of the Card have been provided by and belong to the Corporate Sponsor of the product or service that you purchased, not by the issuer of the Card. The

Corporate Sponsor is fully responsible for ensuring funds are available to be loaded to the Card. Your failure to activate and use the Card results in the loss of all right, title and interest in the Card and the underlying funds. You do not have the ability to add funds to the Card. The Card is not a gift card, nor is it intended to be used for gifting purposes. You should treat the Card with the same care as you would treat cash. The Card account does not constitute a checking or savings account and is not connected in any way to any other account you may have. The Card is not a credit card. You will not receive any interest on the funds in the Card account.

2. USING THE CARD

a. Accessing Funds and Limitations

You must activate the Card prior to use by visiting your local Volkswagen Dealership as indicated in your card package. You may use the Card to purchase goods or services from the merchant named on the Card only. Each time you use the Card, you represent and warrant to us that you are either the Cardholder or an authorized user of the Card. If you permit someone else to use the Card, we will treat this as if you have authorized such use and you will be responsible for any transactions made subject to such use. If the Card has not been registered or you do not supply the address currently on file for the Card, you may not be able to complete a transaction for which this information has been requested. If you wish to make a transaction where this is the case, you will need to contact Customer Service to register the Card.

In no event may the Card be used to redeem cash or conduct illegal transactions. For security reasons, we may limit the amount or number of transactions you can make on the Card. We may refuse to process any transaction that we believe may violate the terms of this Agreement. You may not use the Card at merchants outside the United States (including internet, mail or telephone order merchants based outside the United States

b. Personal Identification Number ("PIN")

You will receive a Personalized Identification Number ("PIN"). Your PIN has been provided to you on your card carrier. **CARDS ARE NOT ACCEPTED AT ATMS AND CANNOT BE USED TO OBTAIN CASH IN ANY PURCHASE TRANSACTION.** You should not write or keep the PIN with the Card. Never share the PIN with anyone and do not enter the PIN into any terminal that appears to be modified or suspicious. If you believe that there has been unauthorized access to the PIN, you should advise us immediately, following the procedures in the section labeled "Unauthorized Transactions."

c. Obtaining Card Balance Information

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

d. Returns and Refunds

If you are entitled to a refund for any reason for goods or services obtained with the Card, the return and refund will be handled by the merchant. If the merchant credits the Card, the credit may not be immediately available. While merchant refunds post as soon as they are received, please note that we have no control over when a merchant sends a credit transaction and the refund may not be available for a number of days after the date the refund transaction occurs.

e. Receipts

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

f. Split Transactions and other uses

If are not enough funds available in the Card account, you may be able to instruct the merchant to charge a part of the purchase to the Card and pay the remaining amount with another form of payment. These are called "split transactions." Some merchants do not allow cardholders to conduct split transactions. Some merchants will only allow you to do a split transaction if you pay the remaining amount in cash.

3. BUSINESS DAYS

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

4. UNAUTHORIZED TRANSACTIONS

If you believe the Card has been lost or stolen or an unauthorized transaction has been made using the information from the Card without your permission, contact Customer Service IMMEDIATELY. We will ask for the Card number and other identifying details. We reserve the right to investigate any claim you may make with respect to a lost or stolen Card or unauthorized transaction, and you agree to cooperate with such investigation. We may not be able to assist you if you do not contact us within 60 days of the unauthorized transaction. We will charge a \$5.00 **Replacement Card Fee (SVC CHG REPLACE CARD)** (subject to applicable law) for any lost/stolen Card, which will be deducted from the balance on the Card. A reissued Card may take up to 30 days to process.

5. LIMITATION OF LIABILITY

We are not responsible for the quality, safety, legality, or any other aspect of any goods or services you purchase with the Card. Further, we will not be liable to you or any other person:

- (1) If, through no fault of ours, you do not have enough funds available in the Card account to complete the transaction;
- (2) If a merchant refuses to accept the Card;
- (3) If an electronic terminal where you are making a transaction does not operate properly, and you knew about the problem when you initiated the transaction;
- (4) If access to the Card has been blocked after you reported the Card lost or stolen;
- (5) If circumstances beyond our control (such as fire, flood or computer or communication failure) prevent the completion of the transaction, despite reasonable precautions that we have taken; or
- (6) For any other exception stated in our Agreement with you.

6. OTHER TERMS

The Card and your obligations under this Agreement may not be assigned. We may transfer our rights under this Agreement. We do not waive our rights by delaying or failing to exercise them at any time (for example, assessing a fee less than described, or not all, for any reason does not waive our right to begin charging the fee as set forth in this Agreement without notice). If any provision of this Agreement shall be determined to be invalid or unenforceable under any rule, law, or regulation of any governmental agency, local, state, or federal, the validity or enforceability of any other provision of this Agreement shall not be affected. This Agreement will be governed by the laws of the State of South Dakota except to the extent governed by federal law. Your termination of this Agreement will not affect any of our rights or your obligations arising under this Agreement prior to

termination. Closing the Card will not entitle you to any of the remaining funds.

7. TELEPHONE MONITORING/RECORDING

We may monitor and/or record telephone calls between you and us to assure the quality of our customer service or as required by applicable law.

8. ENGLISH LANGUAGE CONTROLS

Translations of this Agreement that may have been provided are for your convenience only and may not accurately reflect the original English meaning. The meanings of terms, conditions, and representations herein are subject to definitions and interpretations in the English language.

9. PRIVACY POLICY

Information We Collect:

- (1) Information about purchases made with the Card, such as date of purchase, amount and place of purchase
- (2) Information you provide to us when you apply for a Card, or for replacement Cards or when you contact us with customer service issues, such as name, address, phone number

Disclosures: We may also disclose information about the Card or the transactions you make to third parties in order to:

- (1) Complete transactions;
- (2) Verify the existence and condition of the Card account for a third party, such as merchant;
- (3) Provide customer services;
- (4) Process claims for lost or stolen Cards;
- (5) Help protect against fraud and to conduct research and analysis; or
- (6) Comply with government agency or court orders, or other legal reporting requirements.

We may also provide information to our employees, auditors, affiliates, service providers, or attorneys as needed, or to any third party if you give us your written permission.

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

10. WAIVER OF RIGHT TO TRIAL BY JURY

YOU AND WE ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL RIGHT BUT MAY BE WAIVED IN CERTAIN CIRCUMSTANCES. TO THE EXTENT PERMITTED BY LAW, YOU AND WE KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION ARISING OUT OF OR RELATED TO THIS AGREEMENT. THIS JURY TRIAL WAIVER SHALL NOT AFFECT OR BE INTERPRETED AS MODIFYING IN ANY FASHION THE DISPUTE CLAUSE SET FORTH IN THE FOLLOWING SECTION, IF APPLICABLE, WHICH CONTAINS ITS OWN SEPARATE JURY TRIAL WAIVER.

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

SUBJECT TO ENFORCEMENT IN A COURT OF COMPETENT JURISDICTION.

This Card is issued by MetaBank, Member FDIC
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www.vwgoodwillpackage.com

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