

LOYALTY, AWARD, OR PROMOTIONAL CARD
Harley-Davidson Cardholder Agreement

CUSTOMER SERVICE CONTACT INFORMATION:

Address: 1221 W. 103rd Street, #256, Kansas City, Missouri 64114

Website: www.hd-giftcard.com

Phone Number: 1.800.803.7537

IMPORTANT NOTICES:

(1) This Card has been issued for loyalty/award/promotional purposes pursuant to a conditional offer and is not a gift card.

(2) Any funds remaining after expiration of this Card will not belong to you or be available to you for additional use. You do not have rights to the funds beyond the authorized use provided for in this Agreement.

(3) Always know the exact dollar amount available on the Card. Merchants may not have access to determine the Card balance.

(4) If you do not agree to these terms, do not use the Card and cancel the Card by calling Customer Service. Any refunds or exchanges are subject to the policy of the Corporate Sponsor.

Fees and Expiration

Card will expire as indicated by the expiration date found on the Card. The funds on the Card will not be available to you after expiration, so you should use the funds prior to the expiration date on the Card as indicated by the expiration date found on the Card.

Replacement Card Fee: This Card is not replaceable if lost, stolen, or destroyed, and is not redeemable for cash, except as required by law.

This Cardholder Agreement ("Agreement") sets forth the terms and conditions under which a HD Promotion Card ("Card") has been issued for your use by Pathward. By accepting and using this Card, signing the back of the Card, activating the Card, or authorizing any person to use the Card, you agree to be bound by the terms and conditions contained in this Agreement. In this Agreement "You" and "your" means the person who has received and is authorized to use the Card. "We," "us," and "our" mean collectively, Pathward, a federally-chartered savings bank, member FDIC, and its divisions or assignees, and also includes, unless otherwise indicated, our Program Manager. "Program Manager" refers to EML Payments USA, LLC, who performs certain services related to the Card on Pathward's behalf. "Corporate Sponsor" means the company who has directly or indirectly established this Card for the purpose of disbursing funds to you. You should sign the back of the Card immediately upon receipt. The Card may be canceled or revoked at any time without prior notice, subject to applicable law. Please read this Agreement carefully and keep it for future reference.

1. ABOUT THE CARD

The Card is a prepaid Card loaded by the Corporate Sponsor, redeemable to buy goods and services at participating merchants ONLY. Participating merchants can be found at the website located on the back of your card. The Card is NOT a credit Card. The Card is not a checking account or connected in any way to any account other than a stored value account where your funds are held. You may register the Card by logging into www.h-dgiftcard.com.

2. USING THE CARD

a. Accessing Funds and Limitations

The Corporate Sponsor is fully responsible for ensuring funds are available to be loaded to the Card. Each time you use the Card, you authorize us to reduce the value available on the Card by the amount of the transaction. The Card cannot be: (1) redeemed for its cash value; (2) used for illegal transactions; (3) used to make foreign transactions; (4) used for purchases where recurring payments may occur, such as subscriptions, memberships, rentals, etc.; or (5) used to obtain cash at an automated teller machine ("ATM"). 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 ARE NOT ALLOWED TO EXCEED THE BALANCE OF THE FUNDS AVAILABLE ON THE CARD.** If you attempt to use the Card when there are

insufficient funds associated with it, the transaction will generally be declined. Nevertheless, if a transaction that exceeds the balance of the funds available on the Card occurs due to a systems malfunction or otherwise, you will remain fully liable to us for the amount of the transaction. If you do not have enough funds available on the Card, you may be able to instruct the merchant perform a "split transaction" to charge part of the purchase to the Card and pay the remaining amount with another form of payment.

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

b. Obtaining Card Balance Information

You may obtain information about the amount of money you have remaining on the Card at no charge by contacting Customer Service. A history of Card transactions may also be available by contacting Customer Service or visiting our Website.

c. Authorization Holds

You do not have the right to stop payment on any purchase transaction originated by use of the Card. With certain types of purchases (such as those made at restaurants, hotels, or similar purchases), the Card may be "preauthorized" for an amount greater than the transaction amount to cover gratuity or incidental expenses. Any preauthorization amount will place a "hold" on your available funds until the merchant sends us the final payment amount of your purchase. Once the final payment amount is received, the preauthorization amount on hold will be removed. During this time, you will not have access to preauthorized amounts. If you authorize a transaction and then fail to make a purchase of that item as planned, the approval may result in a hold for that amount of funds.

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. You may need a receipt in order to verify a transaction with us or the merchant.

3. REPLACEMENT CARD

If you need to replace the Card for any reason, please contact Customer Service. See the table above for applicable fees. Please note that there is an expiration date on the front of the Card. You cannot use the Card or have access to the funds after the expiration date, and whether you may obtain a replacement Card is subject to the policy of the Corporate Sponsor.

4. COMMUNICATIONS

You agree that we may monitor and record any calls or other communications between us and you. You also agree that we or our service providers may contact you by using an automated dialing or email system, by text, or artificial or recorded voice. You agree to pay any service charges assessed by your plan provider for communications we send or make to you or that you send or make to us.

5. 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 may not be able to assist you if you do not have the Card number.** We may not be able to assist you if you do not contact us within 60 days of the unauthorized transaction.

6. NO WARRANTIES AND LIMITATION OF LIABILITY

We are not responsible for the quality, safety, legality, or any other aspect of any goods or services purchased with a Card. Further, we will not be liable: (1) If, through no fault of ours, you do not have enough funds available on the Card 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; (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; or (6) For any other exception stated in our Agreement with you.

7. LEGAL NOTICES

a. English Language Controls

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

b. Other Terms

If you allow another person to use the Card, you will be responsible under this Agreement for all transactions made by that person. You may not assign or transfer the Card or your obligations under this Agreement. We may, however, transfer or assign our rights under this Agreement, including any balances in the Card. We do not waive our rights by delaying or failing to exercise them at any time (for example, assessing a fee less than described, or not all, for any reason does not waive our right to begin charging the fee as set forth in this Agreement without notice). If any provision of this Agreement is determined to be invalid or unenforceable under any rule, law, or regulation of any governmental agency, local, state, or federal, the validity or enforceability of any other provision of this Agreement will not be affected. This Agreement will be governed by the law of the state of South Dakota except to the extent governed by federal law.

8. PRIVACY

We may provide information to our employees, auditors, affiliates, service providers, or attorneys as needed, or to any third party if you give us your written permission. We may also collect: (1) Information about purchases made with the Card, such as date of purchase, amount and place of purchase; (2) Information you provide to us when you register a Card, or for replacement Cards, or when you contact us with customer service issues, such as name, address, phone number.

We may also disclose information about 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 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 (5) comply with government agency or court orders, or other legal reporting requirements.

9. JURY TRIAL WAIVER AND ARBITRATION

Because you have a limited right to use of these funds, any dispute regarding loss of funds should be handled with the Corporate Sponsor. However, to the extent you pursue action or claim against us, you agree to the following clauses.

a. Jury Trial Waiver: 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 does not modify in any fashion the Arbitration Clause set forth in the following section, which contains its own jury trial waiver.

b. Arbitration Clause: You can opt out of this Arbitration Clause within 60 calendar days from the earlier of purchasing, activating, or using the Card. You must send the opt out notice in writing to Pathward, Attn: Customer Service, 5501 S Broadband Ln, Sioux Falls, SD 57108 ("Notice Address"). This Arbitration Clause governs any dispute arising under this Agreement, aside from the validity and coverage of this Arbitration Clause. Arbitrations will be conducted under the rules of the arbitration administrator, as chosen by us. Arbitration may be brought by you or us, and we will not demand arbitration if you bring an individual action in small claims court. In addition to the Jury Trial Waiver above, you also waive your rights to be a class member or bring suit in a class action or class arbitration. In order to commence an arbitration, the party bringing the dispute must send the notice and complaint in writing. You must send your notice to the Notice Address.

After receiving notice, the other party has 30 days to attempt to resolve the issue before a suit or arbitration commences. We will pay all costs associated with administering an arbitration brought by you in good faith, if you cannot get a waiver and ask us to pay. Further, we will pay legal fees and costs if you win or as required by law or the arbitrator. This Arbitration Clause will stay in force if your Card is closed or we assign our rights under this Agreement. This Arbitration Clause and any rights to appeal or requests for information will be governed by the Federal Arbitration Act and the rules of the arbitrator.

Prepaid card is issued by Pathward, Member FDIC

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