

Pleo Mastercard® Prepaid Card **Cardholder Agreement**

CUSTOMER SERVICE CONTACT INFORMATION:

Address: 818 18th Ave S. Nashville TN 37203

Website: <https://www.pleo.io/us>

Email Address: support@pleo.io

IMPORTANT NOTICES:

- (1) THE ACCOUNT AND ASSOCIATED CARDS ARE ISSUED TO YOU FOR YOUR OR YOUR AUTHORIZED USERS' BUSINESS OR COMMERCIAL PURPOSES ONLY, AND NOT INTENDED FOR YOUR PERSONAL, FAMILY, OR HOUSEHOLD USE. THERE ARE NO FEES ASSOCIATED WITH THE ACCOUNT AND THE CARD.
- (2) ALWAYS KNOW THE EXACT DOLLAR AMOUNT AVAILABLE IN YOUR ACCOUNT. MERCHANTS MAY NOT HAVE ACCESS TO DETERMINE THE ACCOUNT BALANCE. TO FIND OUT WAYS YOU CAN FIND YOUR ACCOUNT BALANCE, CONTACT CUSTOMER SERVICE.
- (3) BY FUNDING THE ACCOUNT OR REQUESTING ISSUANCE OF A CARD, YOU AGREE TO THESE TERMS OF USE. IF YOU DO NOT AGREE TO THESE TERMS, CALL CUSTOMER SERVICE TO CLOSE THE ACCOUNT.
- (4) YOU ARE RESPONSIBLE FOR NOTIFYING AUTHORIZED USERS OF THE RELEVANT TERMS APPLICABLE TO THEIR CARD USE AND FOR ENSURING THAT YOU AND EACH AUTHORIZED USER COMPLIES WITH THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT. ANY AUTHORIZED USER TERMS MUST BE PROVIDED TO PROGRAM MANAGER FOR OUR APPROVAL PRIOR TO USE.

This Cardholder Agreement ("**Agreement**") sets forth the terms and conditions governing your Account and Cards issued to you by Pathward®, National Association. "**You**" and "**your**" means the commercial entity requesting and funding the Account and who is authorized to direct the issuance and use of Cards for its business purposes as provided for in this Agreement and the separate master services agreement with Pleo Holding APS, d/b/a Pleo North America Inc., referred to herein as "Pleo" (the "**MSA**"). "**We**," "**us**," and "**our**" mean collectively, Pathward, National Association ("**Bank**"), a federally chartered bank, Member FDIC, and its divisions, successors, affiliates or assignees, and also includes, unless otherwise indicated, Program Manager in its capacity as servicer to Bank. "**Account**" means the custodial funding account established by Bank on your behalf to facilitate loads to Cards requested by you. "**Authorized User**" means any individual authorized by you to access or conduct transactions in connection with the Account or a Card at your direction. "**Card**" means each virtual or plastic card issued to you for use by your Authorized Users. "**Program Manager**" refers to Marqeta, Inc., who performs certain services related to the Account and the Cards on Bank's behalf and your behalf. Cards are nontransferable, and may be canceled, repossessed, or revoked at any time without prior notice by us, subject to applicable law. Pleo is responsible for providing you notice of any changes to the MSA. Please read this Agreement carefully and keep it for future reference.

1. ABOUT THE CARDS

The Cards are physical or virtual prepaid cards issued to you, which allow your Authorized Users to conduct purchase transactions to be settled with the funds maintained in your Account. The 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 gift card, nor is it intended to be used for gifting purposes. The Card is not a credit or charge card. We may close your Account and Cards or refuse to process any transaction that we believe may violate this Agreement or represents illegal or fraudulent activity. The funds in the Account are held in a custodial account with Bank on your behalf. You and we acknowledge and agree that funds in the Account are held for your benefit and are owned by you, and Authorized Users do not have any ownership right to, nor control over, any of your funds that are on deposit in the Account at the Bank to facilitate use of the Cards. Program Manager shall have the full power to assist in administering your Account and directing the issuance and funding of Cards on your behalf as described in this Agreement and the MSA.

Pathward, N.A. will act as custodian to the funds in your Account upon its receipt of your funds. Once your Account and Cards are activated, you will be able to provide Pathward, as custodian, with instructions

about the funds accessible through the Account and Cards. Activation of the Account or any Card authorizes us to hold your funds at Pathward or as custodian to place your funds at one or more participating banks (each a “**Program Bank**”). If you do not agree to your funds being held by us at Pathward or placed by Pathward as custodian at other Program Banks, please contact Customer Service to close your Account and obtain a refund for any remaining balance.

2. GETTING STARTED

Important information for opening an Account: To help the federal government fight the funding of terrorism and money laundering activities, the USA PATRIOT Act requires all financial institutions to obtain, verify, and record information that identifies each person who opens an Account.

What this means for you: When you open an Account, we may ask for your name, street address, corporate charter or other corporate organizational documents and certificates, federal employer identification number (EIN), and/or other information that will allow us to identify you and your principal owners. Personal information which may be collected from your principal owners and representatives authorized to act on behalf of you may include, but is not limited to, name, address, phone number, date of birth, social security number or individual tax-payer number (ITIN), driver’s license and/or passport. We may limit your ability to use your Account or certain Account features until we have been able to successfully verify your identity.

3. USING THE CARD

a. Accessing Funds and Limitations

You may add funds to your Account by Automated Clearing House ("ACH") loads (e.g., direct deposit) . We impose Card limitations as set forth in the “Limits” section below. We may adjust the limits or impose new limits to the extent such limits are reasonably necessary to avoid or mitigate a material or undue risk to us (as determined by us in our sole discretion) presented by your Account or Cards. Program Manager is responsible for providing you notice of any such changes per this Agreement, and Pleo is responsible for providing you notice of any such changes per the MSA. In no event may the Account or Cards issued to you be used to conduct illegal transactions. For security reasons, we may limit the amount or number of transactions you can make with the Card. You further agree to implement commercially reasonable controls to help ensure Cards issued to you are not used to conduct illegal transactions. We may refuse to process any transaction that may violate this Agreement. Each time a Card is used to complete a transaction, you hereby authorize Bank to debit your Account and load such funds to the designated Card to complete settlement with the merchant.

No Card may be exchanged for its cash value or used to obtain cash at an ATM or POS terminal. You agree your funds will be deposited and held in your Account in accordance with this Agreement and the MSA.

b. Available Funds Return.

You have the ability to transfer funds from your Account by ACH debit to an account that is held at a different financial institution and is owned by you (each, an “**Available Funds Return**”).

c. Limits (Per Card)

Limits*	
Card Limits	Limit
Maximum amount in transactions	\$100,000 per transaction (subject to a \$100,000 daily maximum)
Maximum Account balance	\$500,000
Adding funds to your Account via ACH loads	\$500,000 per day
Available Funds Returns	\$500,000 per transaction
* Pleo or other third parties may impose additional limitations.	

d. **Foreign Transactions**

If you or your Authorized Users make a purchase in a currency or country other than the currency or country in which your Card was issued ("**Foreign Transaction**"), the amount deducted from your funds will be converted by the network or card association that processes the transaction into an amount in the currency of your Card. The rate they choose is either: (i) selected from the range of rates available in wholesale currency markets (which may vary from the rate the association itself receives), or (ii) the government-mandated rate in effect for the applicable central processing date.

e. **Authorization Holds**

With certain types of purchases (such as those made at restaurants, hotels, or similar purchases), Card purchases may be "preauthorized" for an amount greater than the transaction amount to cover gratuity or incidental expenses to the extent permitted by network or card association rules. Any such preauthorization amount will place a "hold" on your available funds until the merchant sends Bank the final payment amount of the purchase by the Authorized User. During this time, you will not have access to preauthorized amounts. Once the final payment amount is received, the preauthorization amount on hold will be removed. If you authorize a transaction and then the Authorized User fails to make a purchase of that item as planned, the approval may result in a hold for that amount of funds.

f. **Receipts**

Authorized Users should be able to get a transaction receipt from the applicable merchant at the time of Card purchase. You should instruct your Authorized Users to obtain a receipt in order to verify a transaction with the merchant.

4. **ADDITIONAL TERMS OF THE AGREEMENT**

a. **Personal Identification Number ("PIN")**

You will be provided a Personalized Identification Number ("PIN") or may select a PIN may be used to facilitate purchase transactions requiring a PIN. It is your responsibility to provide your Authorized Users with the PIN. You will instruct Authorized Users not to share the PIN with anyone and that the PIN should not be entered into any terminal that appears to be modified or suspicious. If you believe that there has been unauthorized access to a PIN, you should advise us immediately, following the procedures in the section labeled "Unauthorized Transactions."

b. **Returns and Refunds**

If a merchant offers a refund for any reason for goods or services purchased with the Card, the return and refund will be handled by the merchant. If the merchant provides a refund, we will process the refund with a credit to your Account, however, the credit may not be immediately available. As between you and us, you will be responsible for crediting back any refund amounts owed to your Authorized Users, if applicable. While merchant refunds post as soon as they are received by Bank, 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. We are not responsible for the quality, safety, legality, or any other aspect of any goods or services you purchase with the Card.

c. **Administrative Representatives**

You agree that only administrative representatives designated by you will be permitted to access the Account and act on your behalf to communicate with or provide instructions to the Program Manager or Bank, as applicable, concerning the matters governed by this Agreement and the MSA. Bank and Program Manager shall be entitled to rely on any instructions believed by them in good faith to be provided by one of your administrative representatives. It is your responsibility to notify Bank and the Program Manager in writing of any changes to individuals designated as your administrative representatives. Until Bank and the Program Manager receive such written notice and have had a reasonable opportunity to act on it, Bank and Program Manager shall continue to rely on all information and instructions provided by such administrative representatives.

c. **Authorized Users**

As between you and us, you will be responsible for any transactions made by any Authorized User

even if the Authorized User exceeds the scope of the authority granted to such Authorized User by you. You may request and authorize the issuance of Cards to Authorized Users at any time after the Account has been opened. Cards will be activated following a request for issuance. An Authorized User cannot use a Card until it has been activated.

d. **Card Replacement and Expiration**

Although a Card may have an expiration date, the funds in your Account will not expire. To replace a lost, damaged, or stolen Card, you will need to contact Customer Service.

e. **Communications**

You agree that we may monitor and record any calls or other communications between us and you or your Authorized Users. You also agree that we or our service providers may contact you with any contact information you provide to us, including cellular and wireless phone numbers, landline numbers, and email addresses. 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 your Card has been lost or stolen or an unauthorized transaction has been made using the information from your Card without your permission, block your Card in the Pleo App and 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 or using the Account. Further, we will not be liable:

- (1) If, through no fault of ours, you do not have enough funds available in your Account to complete the transaction;
- (2) If a merchant refuses to accept a Card;
- (3) If an electronic terminal where an Authorized User is making a transaction does not operate properly;
- (4) If access to a Card has been blocked after you reported the Card lost or stolen;
- (5) If there is a hold or your funds are subject to legal process or other encumbrance restricting their use;
- (6) If we have reason to believe the requested transaction is unauthorized;
- (7) 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
- (8) For any other exception stated in our Agreement with you.

Furthermore, Bank shall be entitled to act upon instructions of the Program Manager and has no responsibility or liability to you for failure of the Program Manager to perform its obligations under this Agreement. All disputes with the Program Manager under this Agreement must be resolved directly with the Program Manager.

7. **LEGAL NOTICES**

a. **Account Closure**

You may close your Account or one or more Cards at any time by contacting Customer Service. Your request for Account or Card closure will not affect any of our rights or your obligations arising under this Agreement prior to the request. Should your Account be closed, we will return the funds in your Account to you via an Available Funds Return. We reserve the right to close your Account should you complete or attempt to complete any of the prohibited actions in this Agreement.

b. **Assignability**

You may not assign or transfer your Account, any Card or your obligations under this Agreement. We may, however, transfer or assign our rights under this Agreement, including any balances in your Account. If we assign our rights, you will get a notification from the Program Manager.

c. Legal Process

Your Account is established and maintained at our main office in Sioux Falls, South Dakota. We will comply with all applicable law in connection with any legal process validly served upon us in connection with the Card or the Account including, but not limited to, garnishments, restraints, seizure notices, subpoenas, and similar legal process. Unless required by applicable state or federal law, we will not assert any claims of exemption on your behalf. You agree that we will have no liability to you in the event we properly comply with any such valid Legal Process.

d. Other Terms

You will be notified of any change to this Agreement in the manner required by applicable law prior to the effective date of the change. However, if the change is made for security purposes, we can implement such change without prior notice. We do not waive our rights by delaying or failing to exercise them at any time. 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 (without regard to the laws regarding conflicts of laws) except to the extent governed by federal law. With the exception of disputes subject to the Arbitration Clause below, any disputes relating to this Agreement shall be subject to the exclusive jurisdiction and venue of the federal and state courts located in the state of South Dakota. You acknowledge and agree that we shall have a right of setoff to apply the funds in your Account to any debt that you owe to us. You further grant us a security interest in all of your funds in our possession as collateral for any sums that you owe us under this Agreement. Should your Account have a remaining balance after a certain period of inactivity, we may be required to remit the remaining funds to the appropriate state agency. This Agreement will terminate upon closure of the Account, provided that all clauses that by implication ought to survive will survive.

8. NOTIFICATION OF CHANGES

If your U.S. mail or postal address, or your email address or telephone number changes, you must notify us immediately. In addition, you will notify Program Manager immediately if the status of any Authorized User with you has changed or if a Card is to be frozen or cancelled. Failure to do so may result in information regarding the Card or Account being delivered to the wrong person or Card transactions being declined. In such event, we shall not be responsible for any resulting misuse of funds available in the Account. Any notice given by us shall be deemed given to you if delivered to you at the last email or mailing address for the Account furnished by you. You agree that we may accept changes of address from the U.S. Postal Service. You also agree that if you attempt to change your address to a non-U.S. address, your Account may be cancelled in accordance with this Agreement. We reserve the right to request copies of certain information that will allow us to confirm your identity.

9. 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 a Card is issued or activated, or for replacement Cards, or when you contact us with customer service issues, such as name, address, phone number.

We may use the information we collect, and also disclose information about a Card or the transactions Authorized Users 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.

10. JURY TRIAL WAIVER AND ARBITRATION

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.

b. Arbitration Clause: 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: Pathward, N.A., Attn: Customer Service 5501 S Broadband Ln, Sioux Falls, SD 57108 (“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.

Cards are issued by Pathward, National Association, Member FDIC, pursuant to license from Mastercard International Incorporated.

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