

MB Financial Bank MasterCard® Promotional Card Agreement  
IMPORTANT – PLEASE READ CAREFULLY

This Promotional Prepaid Card Agreement (“Agreement”) is the terms and conditions governing our issuance and your use of the enclosed MB Financial Bank, N.A. Promotional Card (“Card”). Please read this Agreement carefully and keep it for your records. By signing or using the Card, or authorizing another person to use the Card, you are agreeing to the terms and conditions in this Agreement. In this Agreement, “you” and “your” mean: (a) the person or entity to whom we issue the Card; (b) the person receiving the Card; and (c) the person using the Card. The terms “we,” “us,” and “our,” mean MB Financial Bank, N.A., and its successors, agents, and assigns.

#### ABOUT YOUR PROMOTIONAL CARD

This Promotional Card is part of an award, incentive or loyalty program and is not a gift card; nor is it intended for gifting purposes. Cards are sold to businesses (“Purchaser”) directly. Purchaser can distribute the Cards to employees or clients in furtherance of specific business goals and objectives. You have received the Card with a U.S. Dollar amount fixed at the time of purchase. You acknowledge and agree that the amount available on the Card is limited to the prepaid U.S. Dollars fixed at the time of purchase. The Card is not a credit card or an automated teller machine (“ATM”) card. The prepaid funds are not an account. You have no separate, distinct deposit account established for you with us that is associated with the Card. Your Card’s prepaid funds cannot be increased after the Card is issued or replaced after the funds are used. The prepaid funds will decrease as you use the Card, or you incur, or we assess, a fee or charge. We do not pay interest on the prepaid funds on your Card. The Card is our property and we reserve the right to cancel, repossess, or revoke its use at any time without prior notice, subject to applicable law. If you permit someone else to use your Card, we will treat this use as if you have authorized that person to use your Card and you will be responsible for any transactions initiated by such person with your Card, with or without your knowledge. Purchases of Cards are final, and resale of Cards is strictly prohibited.

#### BEFORE USING YOUR PROMOTIONAL CARD

Before using your Card, you must sign the back of the card where indicated. Once the Card is signed, it cannot be transferred to anyone else, though you may still authorize another person to use the Card. Write down the Card number and the Customer Service number, 1.866.255.5563, on a separate piece of paper in case the Card is lost, stolen, or destroyed. We urge you to register the Card in your name by calling 1.866.255.5563 promptly, upon receipt. The registration of the Card is necessary to replace your Card in the event it is lost, stolen, or destroyed and to make purchases by phone, mail or on the Internet. If you are required to activate the Card, instructions will be provided on the face of the Card.

#### USING YOUR PROMOTIONAL CARD

You may use your Card to make purchases at merchants which accept the networks identified on your debit card. To pay for purchases, you should tell the cashier “credit” or select the “credit” payment option and sign the sales receipt. To pay for purchases at merchants accepting PIN networks identified on your Card, you can select the “debit” payment option and enter your personal identification number (PIN). Certain limitations may be in place which may prevent your transaction from being processed using your PIN. If this occurs, select the “credit” payment option and sign the sales receipt. You may be prompted to select your PIN when you activate your Card, or your PIN will be provided to you with your Card package. You should not write or keep your PIN with your Card. Never share your PIN with anyone. When entering your PIN, be sure it cannot be observed by others and do not enter your PIN into any terminal that appears to be modified or suspicious. If you believe that anyone has gained unauthorized access to your PIN, you should advise us immediately following the procedures in the paragraph labeled “Your Liability for Unauthorized Transfers.” MB Financial Bank N.A. or any of its agents would never contact you via phone, email or otherwise and ask for your PIN.

You may use your Card as often as you like to obtain goods and services up to the prepaid funds on the Card. Each time you use your Card, we will deduct the amount of the transaction from the remaining prepaid funds associated with the Card. The Card is not reloadable and cannot be used after its prepaid funds reach zero. You are responsible for keeping track of the available balance on your Card. Merchants may not be able to determine the available balance on your Card, so you should know the exact balance BEFORE making a purchase. To obtain your available balance and a record of daily updated Card transactions, visit us online at [www.ViewMyCard.com](http://www.ViewMyCard.com) or call 1.866.255.5563. Customer Service is available 24 hours per day, 7 days per week. If you use your Card for more than its available balance, you agree to pay us the difference upon demand. If you have a problem with a purchase that you make with the Card, or if you have a dispute with a merchant, you must deal directly with the merchant. If you are entitled to a refund for any reason relating to a Card transaction, you agree to accept the refund under the policy of that merchant.

You may not use your Card to obtain cash from an automated teller machine ("ATM"), Point-of-Sale ("POS") device, or by any other means. You may not use your Card at an ATM.

#### THE CARD CANNOT BE USED

- To obtain cash;
- To make regular, preauthorized payments to third parties; or
- To engage in any transaction that is unlawful under any applicable law.

#### HOLDS AND AUTHORIZATIONS

For all Card purchase transactions, please note that we are permitted to place a temporary hold against some or all of the prepaid funds on the Card if and when an authorization request from a merchant is obtained. We refer to this temporary hold as an "Authorization Hold," and it will be subtracted from the available balance on the Card. In the case of an authorization request at a gasoline merchant or at a restaurant, hotel, or similar merchant, this amount may be different from the actual transaction amount because the actual transaction amount may not yet be known to the merchant when it submits the authorization request. In some other cases we may not receive an authorization request from the merchant, and there will be no Authorization Hold. We are permitted to place an Authorization Hold on the funds on the Card for up to three (3) business days (or such other period of time as may be permitted by payment network rules governing your Card) from the time of the authorization until the matched transaction is paid. (Please see USE AT GASOLINE MERCHANTS and USE AT RESTAURANTS, HOTELS, AND SIMILAR MERCHANTS sections below.) Please note that if the transaction is not submitted promptly for payment by the merchant, we will release the Authorization Hold, which will increase the amount of funds on your Card until the transaction is submitted for payment by the merchant and finally posted to the Card. The release of an Authorization Hold does not change your liability for the transaction amount.

#### USE AT GASOLINE MERCHANTS

If you use your Card to purchase gasoline, we recommend that you pay inside the station, not at the pump. If you were to pay at the pump, the electronic terminal at the pump may be programmed to confirm that you have sufficient available balance on your Card by submitting an authorization request. This authorization request could result in a hold against some or all of the funds on your Card. Please note that the authorization request amount resulting in an Authorization Hold against some or all of the funds on your Card may vary from time to time without prior notice, and may exceed the actual value of gas that you are purchasing.

#### USE AT RESTAURANTS, HOTELS, AND SIMILAR MERCHANTS

When a merchant with employees receiving tips (e.g., restaurants, spas, hair salons, etc.) requests approval to complete your transaction, the authorization request amount may include a fixed percentage (approximately 20% or more) added to the amount reflected on the bill presented to you prior to payment.

This additional amount is meant to cover the tip or possible additional charges that the merchant expects you will add to the bill. A merchant in the travel business (such as a hotel, car rental agency, or cruise line) will also verify that your Card has sufficient prepaid funds to pay an anticipated bill for services you are requesting. The anticipated bill may be greater than the actual bill when you check out, return the rental car, etc. (even though only the actual amount of the bill ultimately will be deducted from your account). As a result of this increased authorization request, if you have insufficient available balance on your Card to cover the authorization request amount, your Card may be declined. If you have more than sufficient available balance on your Card to cover the authorization request amount, it may result in an Authorization Hold on your available balance for the additional amount. Once the merchant sends us the final transaction amount for the purchase, we will remove the Authorization Hold on your available balance for any additional amount exceeding the final transaction amount. This may take up to three (3) business days from the authorization request date and during this period you will not be able to use any balance subject to this Authorization Hold. If you use your Card for car rental or hotel stays, the Authorization Hold time may be up to 30 calendar days. (Please see HOLDS AND AUTHORIZATION section above regarding the release of holds and its impact on available balances.)

#### **PURCHASES GREATER THAN THE PREPAID FUNDS ON YOUR PROMOTIONAL CARD; COMBINING FORMS OF PAYMENT AND SPLIT TENDER TRANSACTIONS**

If you wish to use your Card to purchase an item for more than the available balance on the Card, subject to the merchant's policy, you may be able to use your Card toward a portion of the purchase price and then use another form of payment to pay the balance of the purchase price. This is called a "split tender" transaction because you would be "splitting" the purchase price between your Card and another form of payment. Before you request a "split tender" transaction, please call Customer Service at 1.866.255.5563 to confirm the available balance on your Card. Then, you MUST ask the merchant if two forms of payment will be accepted for the purchase you wish to make. If the merchant agrees, first request that the merchant process a specific dollar amount on the Card and then use the other form of payment to pay the remaining balance. Some retailers, particularly department stores, will only allow a "split tender" transaction if the second form of payment is cash or check. Internet and most mail order merchants do not permit "split tender" transactions. We do not guarantee that the merchant will accept two forms of payment.

#### **INTERNET, PHONE, AND MAIL ORDER PURCHASES**

Internet, mail, and phone order purchases may require that we have the correct name and home address of the Card owner on file. If you wish to make Internet, phone or mail order purchases, you will need to call Customer Service at 1.866.255.5563 and register your Card by providing your name and home address prior to performing an Internet, mail, or phone order transaction.

#### **LOST OR STOLEN CARDS & UNAUTHORIZED TRANSACTIONS**

If your card is lost or stolen it cannot be replaced unless you have previously registered your Card with your name and address.

#### **FUNDS UNDERLYING THE CARD, CARD EXPIRATION, REVOCATION**

YOUR CARD HAS A VALID THRU DATE EMBOSSED ON THE FRONT OF THE CARD. ONCE THE VALID THRU DATE HAS PASSED, YOUR CARD WILL BE VOID. However, after expiration you may call Customer Service to receive a replacement Card. To receive a replacement Card you must have your expired Card and provide us with your Card number. You will be sent a new Card with the balance remaining on the Card less any applicable Fees.

We 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.

#### **FEES**

We encourage you to use your Card immediately. There are no fees when using the Card to purchase goods and services within the United States. You have unlimited free access to balance and transaction information online at [www.ViewMyCard.com](http://www.ViewMyCard.com) and via phone at 1.866.255.5563. The following fees may apply and will be deducted from the available balance on the Card, except where prohibited or modified by applicable law:

Fee	Amount
<b>Monthly Fee (applied after expiration)</b>	\$5.00 per month
<b>Card Replacement Fee</b>	\$5.00
<b>International Transaction Fee</b>	3% of transaction amount

**MONTHLY FEE:** The fee will be charged to the Card for each month after expiration that there is a balance remaining on the Card.

**CARD REPLACEMENT FEE:** A fee charged to your Card if the Card is reissued or replaced for any reason.

**INTERNATIONAL TRANSACTION FEE AND CHARGES MADE IN FOREIGN CURRENCY:**

**International Transactions** - The merchant, network or card association that processes the transaction may convert any related debit or credit into U.S. dollars in accordance with its then current policies. The conversion rate on the processing date may differ from the rate on the date of the transaction. This percentage amount is independent of any amount charged by us in accordance with the Fee Schedule. We reserve the right to block transactions in certain countries. The currency conversion rate for the processing date may differ from the rate in effect on the date of the transaction or the date the transaction is charged to the Card's balance. For each purchase transaction in a foreign currency, we may assess an International Transaction Fee of 3% of the transaction amount and will retain this amount as compensation for our services.

**OUR LIABILITY FOR FAILURE TO MAKE TRANSFERS**

We have no liability to you for any failure to make a transfer. We are not liable to you in any case for special, punitive, or consequential damages or for any incidental expenses incurred by you, including, without limitation, attorneys' fees.

**CHANGING THIS AGREEMENT**

We may change the terms of, or add a new term to, this Agreement or change any feature of, or add a new feature to, the Card, and we will give you notice of such change in term or feature, or of such new term or feature, as required by law, by sending a notice to you to your last address as shown on our records, if any, or by posting a notice online. The most current version of this Agreement will be available online at [www.ViewMyCard.com](http://www.ViewMyCard.com).

**DISCLOSURE OF INFORMATION TO THIRD PARTIES**

Generally, absent your consent, we will not disclose information about your Card or its transactions, but may do so under the following circumstances: (i) to comply with a statute, regulation, or rule; (ii) in connection with examinations by state and federal banking authorities; (iii) to comply with any legal process, including, without limitation, a subpoena, search warrant, or other order of a government agency or court; (iv) when we determine that disclosure is necessary or appropriate in order to complete a transaction; (v) to verify the existence and condition of your Card for a third party, such as a merchant or credit bureau; (vi) to provide information to your legal representative or successor; (vii) to report the involuntary cancellation and revocation of your Card; (viii) when we conclude that disclosure is necessary to protect you, your Card, or our interests; (ix) to our agents, independent contractors, and other representatives in connection with the servicing or processing of your Card or its transactions, or similar purposes; (x) to our affiliated banks and companies; or (xi) if you give your permission.

#### APPLICABLE LAW

To the extent federal law is not applicable, the laws of the state of Illinois shall govern this Agreement without regard to that state's conflict of laws principles. We may waive any of the provisions or conditions of this Agreement, but any such waiver shall be effective only on that occasion and shall not be construed as a continuing waiver of the waived provision or condition on any other occasion.

#### ARBITRATION

Any controversy or claim between you and us, including, but not limited to, those arising out of or relating to the Card, this Agreement, or any related agreement or any claim based on or arising from an alleged tort, shall at the request of either party be determined by arbitration. The arbitration shall be governed by the Federal Arbitration Act (Title 9, U.S. Code), notwithstanding any choice of law provision in this Agreement, and under the authority, and the applicable consumer rules and procedures of, the American Arbitration Association then in effect. Arbitrator(s) must be licensed attorneys with expertise in the substantive laws applicable to the subject matter of the dispute. The arbitration shall take place in the state in which you live. Neither you nor we shall be entitled to join or consolidate disputes by or against others in any arbitration, or to include in any arbitration any dispute as a representative or member of a class, or to act in any arbitration in the interest of the general public or in a private attorney general capacity.

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This Card is issued by MB Financial Bank, N.A.

6111 N. River Road

Rosemont, IL 60018

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