

**VOLKSWAGEN PREPAID VISA® LOYALTY CARD CARDHOLDER AGREEMENT
IMPORTANT – PLEASE READ CAREFULLY. THIS AGREEMENT CONTAINS AN
ARBITRATION PROVISION REQUIRING ALL CLAIMS TO BE RESOLVED BY
WAY OF BINDING ARBITRATION.**

Fees and Expiration Dates Associated with your Prepaid Card

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

Replacement Card Fee (SVC CHG REPLACE CARD): \$5.00 (applies when card is replaced for any reason)

International Transaction Fee (SVC CHG INTRNTL TRAN): 3% of Transaction amount (see Section on Using Your Card for additional information)

This Cardholder Agreement (“Agreement”) outlines the terms and conditions under which the Volkswagen Prepaid Visa Loyalty Card has been issued to you. By accepting, signing, or using this Card, you agree to be bound by the terms and conditions contained in this Agreement. In this Agreement, “Card” means the Volkswagen Prepaid Visa Prepaid Loyalty 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. 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 YOUR CARD

Your Card is a prepaid card that has been provided pursuant to a conditional offer. The Card allows you to access funds on the Card provided all conditions of the offer have been met. You have received this Card as a gratuity without the payment of any monetary value or consideration. Your failure to 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 issued for loyalty, award, or promotional purposes and is not a gift card; nor is it intended for gifting purposes.** You should treat your Card with the same care as you would treat cash. Your 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 your Card account. The funds in your Card account will not be insured on your behalf by the Federal Deposit Insurance Corporation (“FDIC”). You may register your Card by going to www.vwgoodwillpackage.com or by calling 1-844-847-0100.

2. USING YOUR CARD

a. Accessing Funds and Limitations

The funds accessible to you after activation are provided by the manufacturer, retailer, distributor, or marketer of the product you have purchased, not the issuer of the card. That manufacturer, retailer, distributor, or marketer is fully responsible for ensuring funds are available to be loaded to your Card.

Each time you use your Card, you authorize us to reduce the value available on your Card by the amount of the transaction. Your Card cannot be redeemed for cash or be used to obtain cash in any transaction. We may refuse to process any transaction that we believe may violate the terms of this Agreement.

You may use your Card to purchase goods or services wherever Visa and NYCE® Cards are accepted as long as you do not exceed the value available on the Card. Each time you use your 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 your 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.

International Transaction Fee (SVC CHG INTRNTL TRAN):

If you obtain your funds (or make a purchase) in a currency or country other than the currency or country in which your Card was issued (“Foreign Transaction”), the transaction will be converted to U.S. Dollars in accordance with the Currency Conversion process below, and you will be charged a fee equal to 3% on the total amount of the transaction in U.S. Dollars. The card association may consider transactions occurring in U.S. territories to be Foreign Transactions, so transactions originating from these locations may be subject to International Transaction Fee (SVC CHG INTRNTL TRAN). If the Foreign Transaction results in a credit due to a return, we will not refund any International Transaction Fee that may have been charged on your original purchase.

Currency Conversion:

If you make a 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. MasterCard International Inc. and Visa U.S.A. Inc. currently use a conversion rate that 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. The conversion rate selected by the network is independent of the Foreign Transaction Fee that we charge as compensation for our services.

Certain merchants may require verification of your address during certain types of transactions. Some merchants may check to make sure the name and mailing address indicated for purchases matches the Card address. Therefore, 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 go to www.vwgoodwillpackage.com or call 1-844-847-0100 to register your Card. For security reasons, we may limit the amount or number of transactions you can make with your Card. If you have questions on Card usage, please call us at 1-844-847-0100.

b. Personalized Identification Number (“PIN”)

You will receive a Personalized Identification Number (“PIN”). Your PIN has been provided to you by your program administrator. CARDS ARE NOT ACCEPTED AT ATMS AND CANNOT BE USED TO OBTAIN CASH IN ANY PURCHASE TRANSACTION. You should not write or keep your PIN with your Card. Never share your PIN with anyone and do not enter your PIN into any terminal that appears to be modified or suspicious. If you believe that there has been unauthorized access to your 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 Cards issued to you. You may obtain information about the amount of money you have remaining in your Card account by calling 1-844-847-0100 or visiting www.vwgoodwillpackage.com. This information, along with a history of account transactions, is also available on-line at www.vwgoodwillpackage.com.

d. Authorization Holds

You do not have the right to stop payment on any purchase transaction originated by use of your Card. With certain types of purchases (such as those made at restaurants, hotels, or similar purchases), your 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.

e. Returns and Refunds

If you are entitled to a refund for any reason for goods or services obtained with your Card, the return and refund will be handled by the merchant. If the merchant credits your 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.

f. Receipts

You should get a receipt at the time you make a transaction or obtain cash using your Card. You agree to retain your receipt to verify your transactions.

g. Split Transactions and other uses

If you do not have enough funds available in your Card account, you can 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.

If you use your Card number without presenting your Card (such as for an internet transaction, a mail order or a telephone purchase), the legal effect will be the same as if you used the Card itself.

You are not allowed to exceed the available amount in your Card account through an individual transaction or a series of transactions. Nevertheless, if a transaction exceeds the balance of the funds available in your Card account, you shall remain fully liable to us for the amount of the transaction and agree to pay us promptly for the negative balance. We may apply a debit to any subsequent credits to the Card or any other account you have with us for the amount of any negative balance on your Card. We also reserve the right to cancel this Card and close your Card account should you create one or more negative balances with your Card.

You are responsible for all transactions initiated by use of your Card, except as otherwise set forth herein. You may not use your Card for any illegal transactions, use at casinos, or any gambling activity.

3. Business Days

For purposes of these disclosures, our business days are Monday through Friday, excluding standard Federal Reserve Bank holidays.

4. Unauthorized Transactions

a. Contact

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, call: 1-844-847-0100 or write: Program Headquarters, PO Box 6100, Woodridge, IL 60517. Telephoning Customer Service is the best way of keeping your possible losses down. 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 ask you for a written statement, affidavit or other information in support of the claim. We will charge a Replacement Card Fee (SVC CHG REPLACE CARD) \$5.00 (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. You acknowledge that purchases made with prepaid Cards, such as the gift Card, are similar to those made with cash. You cannot “stop payment” on such transactions. Any problems or disputes you may have regarding a purchase should be addressed directly with the merchant.

b. Your Liability for Unauthorized Visa Prepaid Card Transactions

Under Visa’s Zero Liability Policy, your liability for unauthorized transactions on your Card Account is \$0.00 if you are not grossly negligent or fraudulent in the handling of your Card. These provisions limiting your liability do not apply to debit transactions not processed by Visa or foreign ATM withdrawals.

c. Information About Your Right to Dispute Errors

You must contact us within sixty (60) days after the earlier of the date you electronically access your account in which the transaction was reflected, or the date we sent the FIRST written history on which the unauthorized transfer appeared.

- (1) Provide your name and Card number (if any);
- (2) Describe the error or the transaction you are unsure about, and explain why you believe it is an error or why you need more information;
- (3) Provide the dollar amount of the suspected error.

5. Our Liability for Failure to Complete Transactions

If we do not complete a transaction to or from your Card account on time or in the correct amount according to our Agreement with you, we will be liable for your losses and damages proximately caused by us. However, there are some exceptions. We will not be liable, for instance:

- (1) If, through no fault of ours, you do not have enough funds available in your Card account to complete the transaction;
- (2) If a merchant refuses to accept your 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 your Card has been blocked after you reported your 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;
- (8) Any other exception stated in our Agreement with you.

6. Other Terms

Your Card and your obligations under this Agreement may not be assigned. We may transfer our rights under this Agreement. Use of your Card is subject to all applicable rules and customs of any clearinghouse or other association involved in transactions. We do not waive our rights by delaying or failing to exercise them at any time. We may (without prior notice and when permitted by law) set off the funds in this account against any due and payable debt you owe us now and in the future). 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 law of the State of South Dakota except to the extent governed by federal law.

7. Amendment and Cancellation

You will be notified of any change in the manner required by applicable law. You may close your Card at any time by contacting us at 1-844-847-0100. Your termination of this Agreement will not affect any of our rights or your obligations arising under this Agreement prior to termination.

8. Telephone Monitoring/Recording

From time to time, 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.

9. No Warranty Regarding Goods and Services

We are not responsible for the quality, safety, legality, or any other aspect of any goods or services you purchase with your Card.

10. 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.vgoodwillpackage.com.

11. 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.
5501 S. Broadband Lane
Sioux Falls, SD 57108
1-844-847-0100
www.vgoodwillpackage.com

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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

<p>Information We Collect:</p> <ul style="list-style-type: none"> (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
<p>Disclosures: We may also disclose information about the Card or the transactions you make to third parties in order to:</p> <ul style="list-style-type: none"> (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. <p>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.</p>
<p>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.</p>

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.

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