

# Loyalty Reloadable Prepaid Card Cardholder Agreement

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## Customer Service Contact Information

### Address

Money Network Financial, LLC  
Customer Service,  
2900 Westside Parkway,  
Alpharetta, GA 30004

### Website

[HawaiiRestaurantCard.com](http://HawaiiRestaurantCard.com)

### Phone Number

1-800-352-5202

## Important Notices

- DO NOT DISCARD! Your Hawai'i Restaurant Card is a limited access loyalty Card containing funds provided to you by the State of Hawai'i, Department of Business, Economic Development & Tourism as part of the Economic Relief Program. Your Hawai'i Restaurant Card is not a credit card or gift card.
- Unless otherwise notified, your Hawai'i Restaurant Card is redeemable only to purchase food and non-alcoholic beverages at eating establishments, restaurants and fast food restaurants in the State of Hawai'i.
- Unless otherwise notified, funds remaining on your Hawai'i Restaurant Card after December 15, 2020 will be returned to the Department of Business, Economic Development & Tourism and will not be available for your use. You do not have rights to the funds on the Hawai'i Restaurant Card beyond the specified use provided for in this Agreement.
- Always know the exact dollar amount available on your Hawai'i Restaurant Card. Participating Merchants may not have access to determine the Hawai'i Restaurant Card balance.
- Activating and spending the funds on the Hawai'i Restaurant Card may invalidate your SNAP and/or Medicaid eligibility. Please confirm this additional benefit does not exceed your maximum household income threshold prior to activating the Hawai'i Restaurant Card.
- You agree and acknowledge that we may disclose to the Department of Business, Economic Development and Tourism anonymized and aggregated information and data derived from your Hawai'i Restaurant Card and the transactions you make. As an agency of the State of Hawai'i, Department of Business, Economic Development & Tourism is subject to chapter 92F, Hawai'i Revised Statutes, which requires agencies to make government records available for public access. Additionally, anonymized and aggregated information and data collected by this Program may be used to assess the Program's effectiveness and may be disseminated as a part of the reporting obligations of the Department of Business, Economic Development & Tourism.
- If you do not agree to the terms of this Agreement, do not use the Hawai'i Restaurant Card, and cancel it by calling Customer Service. In such event, all funds will be returned to the Department of Business, Economic Development & Tourism.

Expiration and Fees	
• Expiration: Your Card will expire on the date identified in the "Valid Thru" date on the front of the Card (Expiration Date). The funds on your Card will not be available to you after December 15, 2020. You should use the funds on your Card prior to December 16, 2020.	
• Fees: You may use your Card to purchase food and non-alcoholic beverages at Participating Merchants and complete the transaction types shown below. Transactions with "Not Available" in the fee column are not available for your Card. When you initiate a transaction, we reduce the value available on your Card by the amount of the applicable Fee shown below.	
• Signature purchase at U.S. POS (point of sale terminal) .....	\$0.00 per transaction
• Debit purchase using PIN at U.S. POS .....	\$0.00 per transaction
• Decline signature or debit purchase (using PIN) at U.S. POS .....	\$0.00 per transaction
• Signature or debit return (using PIN) at U.S. POS .....	\$0.00 per transaction
• Automated Teller Machine (ATM) Transactions .....	Not Available
• Cash Withdrawal .....	Not Available (Also known as an over the counter bank branch withdrawal; bank may also charge a fee.)
• Balance Inquiry (via website) .....	\$0.00
• Transaction History (via website) .....	\$0.00
• Customer Service - Automated Voice Response .....	\$0.00 per call
• Customer Service - Live Agent (Telephone) .....	\$0.00 per call
• Printed Paper Statement .....	\$2.00 per transaction (On request, statement provided monthly via U.S. Mail.)
• Reissuance of lost/stolen card .....	\$3.00 per Card (Shipped via U.S. mail 7-10 business days after order placed. This fee is charged each time we replace your Card, except the first replacement Card is provided at no charge. See Section 3 and 5 for additional information.)

This Cardholder Agreement (**Agreement**) sets forth the terms and conditions under which your Hawai'i Restaurant Card (**Card**) has been issued for your use by MetaBank®, National Association. By accepting and using your Card, signing the back of your Card, activating your Card, or authorizing any person to use your Card, you agree to be bound by the terms and conditions contained in this Agreement. If you do not agree to the terms of this Agreement, do not use this Card, and cancel the Card by calling Customer Service. In such event, any funds on the Card will be returned to the Department of Business Economic Development & Tourism (**DBEDT**). **You** and **your** means the person who has received and is authorized to use the Card. **We, us,** and **our** mean collectively, MetaBank, and also includes, unless otherwise indicated, the Program Manager. **MetaBank** refers to MetaBank®, National Association, a federally chartered bank, member FDIC, and its divisions or assignees. **Program Manager** refers to Money Network Financial, LLC, which performs certain services related to your Card on behalf of MetaBank. DBEDT has directly or indirectly established this Card for the purpose of disbursing economic relief funds to you. **Mastercard®** means Mastercard International Incorporated. You should sign the back of your Card immediately upon receipt. Your Card may be canceled or revoked at any time without prior notice, subject to applicable law. You should read this Agreement carefully, and keep it for reference. **Participating Merchants** means eating establishments, restaurants and fast food restaurants in the State of Hawai'i.

## 1. About Your Card

Only DBEDT may add, or load or reload funds to your Card. Your Card is redeemable only to purchase food and non-alcoholic beverages at Participating Merchants. See the Hawai'i Restaurant Card Frequently Asked Questions at [www.HawaiiRestaurantCard.com](http://www.HawaiiRestaurantCard.com) for more information. 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. Treat your Card like cash, and keep it in a safe place.

## 2. Using the Card; Establishing a PIN

- Accessing Funds and Limitations**  
To access funds on your Card, you must first activate your Card and create a Personal Identification Number (**PIN**) by calling Customer Service (**1-800-352-5202**), and following the prompts to complete the activation process. You should not write or keep your PIN on or with the 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 use of or access to your Card or PIN, you should advise us immediately, following the procedures in Section 5. Activating your card may also allow you to receive a replacement Card (See Sections 5 and 7 for additional information). If you spend the entire balance on your Card prior to the expiration date, do not discard your Card. DBEDT, in its sole discretion may choose to add or reload funds to your Card. The Card can be used to perform transactions identified in the fee table in the Expiration and Fees section above and as further described in this Agreement. In addition, use of your Card is subject to any additional limitations or restrictions identified on the Card carrier or other materials accompanying your Card when you first received it. Third parties may charge additional fees or impose transaction limits. Each time you use your Card, you authorize us to reduce the value available on your Card by the amount of the transaction and any applicable fees (see the fee table in the Expiration and Fees section above). Your Card cannot be: (1) redeemed for its cash value; (2) used for illegal transactions; (3) used to make foreign transactions; (4) used at any automated teller machine (ATM); (5) used for purchases where reoccurring payments may occur, such as subscriptions, memberships, rentals, etc. or (6) used at non-Participating Merchants. For security or regulatory reasons, we may limit the amount, number or type of transactions you can make using your Card. We may refuse to process any transaction that we believe may violate the terms of this Agreement. We may temporarily or permanently suspend or place a hold on your right to use your Card for any reason. **You are not allowed to exceed the balance of the funds available on your Card.** If you do not have enough funds available on your Card, you may be able to instruct the Participating Merchant to perform a "split transaction" to charge part of the purchase to your Card and pay the remaining amount with another form of payment. If you attempt to use your Card when there are insufficient funds associated with it, the transaction will be declined. Nevertheless, if a transaction that exceeds the balance of the funds available on your Card occurs due to a systems malfunction or otherwise, you will remain fully liable to us for the amount of the transaction. Your Card is redeemable to buy food and non-alcoholic beverages at Participating Merchants in the State of Hawai'i. Your Card cannot be used at any other merchants in the United States or any merchants outside of the United States, including Internet or mail/telephone order merchants outside of the United States.
- Obtaining Card Balance Information**  
You may obtain information about the amount of money you have remaining on your Card with no charge by us by contacting Customer Service at **1-800-352-5202**. To obtain a history of your Card transactions, you may contact Customer Service, or login to our Website - [www.HawaiiRestaurantCard.com](http://www.HawaiiRestaurantCard.com) (you must activate your Card before you can login).
- 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), the Card may be "preauthorized" for an amount greater than the transaction amount to cover gratuities. 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. Purchasing that item, 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 the amount of funds.
- Returns and Refunds**  
If you are entitled to a refund for any reason, the refund will be handled by the Participating Merchant. If the Participating Merchant credits your Card, the credit may not be immediately available. While Participating Merchant refunds post as soon as they are received, please note that we have no control over when a Participating Merchant sends a credit transaction and the refund may not be available for a number of days after the date the refund transaction occurs. Fees may apply (see the fee table in the Expiration and Fees section above).
- 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 Participating Merchant.
- Errors, Overpayments, and Adjustments**  
We may deduct funds from your Card balance to correct an error, and you authorize us to share information with DBEDT as necessary to resolve any errors.

## 3. Replacement Card

If you have activated your Card and you need to replace your Card, please contact Customer Service at **1-800-352-5202**. Reissuance of Lost/Stolen Card fees will apply to replacement Cards but we will not charge you for the first replacement Card. See the fee table in the Expiration and Fees section above for applicable fees. Your Card will expire on the date identified in the "Valid Thru" date on the front of your Card (the **Expiration Date**). Any replacement Card that we provide to you will have the same Expiration Date as the Card that you initially received. The funds on your Card will not be available to you after the Expiration Date. You should use the funds prior to the Expiration Date. We will not replace your Card after the Expiration Date. Any fees applicable to the reissuance of your Card will be deducted from the balance on your Card.

## 4. Communications

You agree that we may monitor and record any calls or other communications between you and us. 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. Lost, Stolen, or Compromised Card or PIN; Unauthorized Transactions

If you believe the Card or PIN has been lost, stolen, or compromised, 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, or if you do not contact us within 60 days after the unauthorized transaction.** If we replace a lost, stolen, or compromised Card, we will charge the Reissuance of Lost/Stolen Card fee, if any, identified in the fee table in the Expiration and Fees section above, subject to Section 3 and applicable law. Any fees applicable to reissuance of your Card will be deducted from the balance on your Card.

## 6. No Warranties and Limitation of Liability

We are not responsible for the quality, safety, legality, or any other aspect of purchases made with your Card. Further, we will not be liable: (1) If, through no fault of ours, you do not have enough funds available on your Card to complete the transaction; (2) If any merchant, including a Participating Merchant refuses to accept your Card; (3) If an electronic terminal where you are making a transaction does not operate properly; (4) If access to your Card has been blocked after you reported the Card lost, stolen, or compromised; (5) If circumstances beyond our control (such as fire, flood or computer or communication failure) prevent the completion of a transaction; or (6) For any other exception stated in our Agreement with you. Except as required under applicable law or otherwise stated in this Agreement, neither we nor any of our respective affiliates or agents will be liable for damages arising from or relating to your use of your Card or this Agreement that exceed an amount equal to the sum of the Card balance plus any fees paid by you to us under this Agreement.

## 7. Legal Notices

- 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. To the extent there is a conflict between the translated version and the English version of this Agreement, the English version will control.
- Other Terms**  
If you allow another person to use your Card, you will be responsible under this Agreement for all transactions made by that person. You may not assign or transfer your 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

You agree and acknowledge that we may disclose to DBEDT anonymized and aggregated information and data derived about your Card and the transactions. As an agency of the State of Hawai'i, DBEDT is subject to chapter 92F, Hawai'i Revised Statutes, which requires agencies to make government records available for public access. Additionally, anonymized and aggregated information and data collected by this Program may be used to assess the Program's effectiveness and may be disseminated as a part of the reporting obligations of DBEDT. Additionally, we may provide your information to our employees, auditors, affiliates, service providers, or attorneys as needed, or, if you give us your written permission, to any other third party. We may also collect: (a) Information about purchases made with your Card, such as date of purchase, amount and place of purchase; (b) Information you provide to us when you register your 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 your Card or the transactions you make to DBEDT and third parties in order to: (1) ensure compliance with this Agreement; (2) complete transactions; (3) verify the existence and condition of your Card for a third party, such as a Participating Merchant; (4) provide customer services; (5) process claims for lost, stolen, or compromised Cards; (6) help protect against fraud and to conduct research and analysis; or (7) comply with government agency or court orders, or other legal reporting requirements.

## 9. Jury Trial Waiver and Arbitration

To the extent you pursue any action or claim against us, you agree to the following clauses.

- 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.
- Arbitration Clause**  
You can opt out of this Arbitration Clause within 60 calendar days from the earlier of activating or using your Card. You must send the opt out notice in writing to MetaBank, National Association, 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 you 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.

The Hawai'i Restaurant Card is issued by MetaBank®, National Association, Member FDIC, pursuant to license by Mastercard International Incorporated. Mastercard is a registered trademark, and the circles design is a trademark of Mastercard International Incorporated. All other trademarks, service marks, and trade names referenced in this Agreement are the property of their respective owners.

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## Privacy & Legal

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