

PRIVATE LABEL MERCHANT TERMS

These **PRIVATE LABEL MERCHANT TERMS** (these “**Terms**”) are applicable to and binding upon Fandango Loyalty Systems, LLC, aka Hollywood Movie Money® (“HMM”) and Participants in the HMM Theater Network that have entered into a Theater Participation Agreement with HMM. HMM and Merchant are referred to individually as a “**Party**” and collectively as the “**Parties**” throughout these Terms.

WHEREAS, HMM is a program manager for private label cards (the “Private Label Cards” or “Cards”) for the benefit of the Merchant. The prepaid Private Label Cards will be used for various purposes, including in the form of HMM Certificates (including Hollywood Movie Money admission certificates, Hollywood Concession Money certificates and Hollywood Movie Money proof of purchase certificates), for acceptance at authorized Merchant locations. Each individual that is issued a MetaBank Private Label Card is referred to as a “Cardholder” herein; and

WHEREAS, “MetaBank,” the issuer of such Private Label cards, is a principal member financial institution of Visa U.S.A., Inc. (“VISA”), and the Private Label Cards are being issued as Visa Private Label Cards, which are Cards that (i) are only accepted by a single merchant or a limited number of merchants, and (ii) do not contain the Visa logo or hologram but are processed over the Visa network in generally the same manner as branded cards; and

WHEREAS, as a condition to the issuance of Visa Private Label Cards, the issuer of the Cards or its agent must enter into a written acceptance agreement directly with the Merchant that accepts its Private Label Cards containing these terms.

NOW, THEREFORE, the Parties hereto agree as follows:

1. The Merchant shall work with HMM and MetaBank to ensure acceptance of Private Label Cards at all authorized Merchant locations, as well as for telephone and web purchases, if applicable.
2. The Merchant acknowledges that the Private Label Cards will include a Card number and a bank identification number, or BIN, which is within the Visa card BIN range. The Private Label Cards are not Visa products and are not subject to (a) the provisions of acceptance agreements and (b) a majority of the Visa Operating Regulations, in each case that relate to the processing of Visa cards, including for example, the processing of chargebacks and credits. The Merchant acknowledges and agrees that other than what is required by law, all Cardholder disputes must be resolved directly between the Merchant and the Cardholder rather than through the Visa network, the Merchant shall not be permitted to process any credits to Private Label Cards, and the Cardholders shall not have any rights to chargeback or dispute transactions through the Visa network.
3. HMM, with MetaBank’s direction, shall be responsible for making arrangements for acceptance services such as processing and related support for the Private Label Cards consistent with the terms of the MetaBank Cardholder Agreement.
4. As between HMM and Merchant, HMM shall be solely responsible for the production of the Card packaging and MetaBank Cardholder Terms and Conditions. The Cardholder Terms and Conditions shall identify MetaBank as the issuer of the Cards and holder of all funds. The MetaBank Cardholder Terms and Conditions can be found [here](#) and are subject to change from time to time by MetaBank.
5. Visa does not guarantee the payment for transactions made with the Private Label Cards, and Visa card promotions and Cardholder benefits do not apply to the Private Label Cards.
6. HMM agrees to indemnify, defend and hold harmless Visa and their respective officers, directors, employees and permitted assigns, as such, against any direct losses or expenses arising from any legal action, claim, demand or proceedings brought against Merchant and/or HMM by a third party related to distribution or acceptance of the Cards.
7. Unless otherwise defined in these Terms, the capitalized terms used herein shall have the same meanings that are ascribed to such terms in the MetaBank Cardholder Terms and Conditions. If there is a conflict between a provision of these Terms and a provision of the MetaBank Cardholder Terms and Conditions, the provision of these Terms shall prevail, and all other terms of the MetaBank Cardholder Terms and Conditions shall remain fully enforceable.