

**List of all fees associated with your Netspend®
Disbursement Prepaid Mastercard®**

All Fees	Amount	Details
Spend Money		
Signature Purchase Transaction Fee	\$0	During checkout, select "CREDIT" on the keypad to make a Signature Purchase.
PIN Purchase Transaction Fee	\$0	During checkout, select "DEBIT" and enter your PIN to make a PIN Purchase.
Check your Balance		
Customer Service (Automated or Live Agent)	\$0	No fee for calling Customer Service (automated or live agent) for inquiries, including for balance inquiries. 1-844-885-0432
Balance Inquiry Fee – ATM Domestic	\$0	You may be charged a fee by the ATM operator.
Balance Inquiry via Online Account Center	\$0	Log in to the Online Account Center at www.mynetspend.com .
Balance Inquiry via Anytime Alerts text or email message	\$0	Standard text message or data rates may apply.
Withdraw Cash		
Over-the-Counter Cash Withdrawal Fee at a Financial Institution ("OTC Withdrawal Fee")	\$3	Fee to withdraw cash at a Mastercard member bank. An additional fee may be assessed by a financial institution that is not a Mastercard member bank. Any additional fees assessed are third-party fees and subject to change.
ATM Cash Withdrawal Fee – Domestic/ on MoneyPass® ATM Network	\$0	No fee for ATM withdrawals on MoneyPass Network ATMs. See www.mynetspend.com for MoneyPass Network ATM locator.
ATM Cash Withdrawal Fee – Domestic/ out of MoneyPass ATM Network	\$2.50	Per withdrawal. You may also be charged a fee by the ATM operator. You can avoid ATM fees by using the MoneyPass® ATM Network or if you select "DEBIT" and enter your PIN to get cash back when making purchases at many retailers, such as grocery stores.
Spend Money outside the U.S.		
Foreign Transaction Surcharge	3.5%	Per foreign transaction. Calculated based on the U.S. Dollar amount of the purchase transaction or cash withdrawal. Charged in addition to any applicable Purchase Transaction or OTC Withdrawal Fees.
ATM Cash Withdrawal Fee – International	\$4.95	Per withdrawal, plus the Foreign Transaction Surcharge. You may also be charged a fee by the ATM operator.
Balance Inquiry Fee – ATM International	\$0	You may be charged a fee by the ATM operator.
ATM Transaction Decline Fee International	\$0	You may be charged a fee by the ATM operator.

Transaction Declines		
ATM Transaction Decline Fee Domestic	\$0	You may be charged a fee by the ATM operator.
Add or Replace a Card		
Replacement Card Fee	\$5.00	Per lost, stolen, or damaged card replaced.
Card Delivery Fee – 7-10 Business Day Delivery	\$0	No fee.
Card Delivery Fee – 1-2 Business Day Delivery	\$25.00	Charged in addition to Additional Card Fee or Lost, Stolen or Damaged Card Replacement Fee
Other		
Additional Statement Mailing Fee	\$5.95	Statements are always available for no fee online at www.mynetspend.com .
Check Request Fee	\$10.00	For processing and mailing of a return of funds check at account closure. There is no fee if your balance is less than \$10.99 at the time of account closure. Refund checks are not issued for less than \$1.00. See "Withdraw Cash" above for alternative options to remove the funds from your Card Account.
Account Maintenance Fee (also referred to as the "Inactivity Fee")	\$3.95	Per month. Fee applies if Card Account has not had any activity, that is, no purchases; or cash withdrawals for ninety (90) days.

Register your card for FDIC insurance eligibility and other protections. Your funds will be held at or transferred to MetaBank, an FDIC-insured institution. Once there, your funds are insured up to \$250,000 by the FDIC in the event MetaBank fails, if specific deposit insurance requirements are met and your card is registered. See www.fdic.gov/deposit/deposits/prepaid.html for details.

CARDHOLDER AGREEMENT; IMPORTANT- PLEASE READ CAREFULLY

THIS AGREEMENT CONTAINS AN ARBITRATION PROVISION REQUIRING ALL CLAIMS TO BE RESOLVED BY WAY OF BINDING ARBITRATION. THE FEES ASSOCIATED WITH THE USE OF THIS CARD ACCOUNT ARE LISTED AT THE BEGINNING OF THIS DOCUMENT UNDER THE HEADING "LIST OF ALL FEES ASSOCIATED WITH YOUR NETSPEND DISBURSEMENT PREPAID MASTERCARD" (HEREINAFTER REFERRED TO IN THIS CARDHOLDER AGREEMENT AS THE "FEE SCHEDULE". THIS CARD MUST BE SUCCESSFULLY ACTIVATED AND REGISTERED IN ORDER TO BE USED. FOR DETAILS, SEE THE "OPENING A CARD ACCOUNT (IDENTIFICATION VERIFICATION); REGISTRATION/ACTIVATION" TERMS BELOW

FOR QUESTIONS OR ASSISTANCE, PLEASE CALL THE CUSTOMER SERVICE TELEPHONE NUMBER (1-844-885-0432) PRINTED ON THE BACK OF YOUR NETSPEND® DISBURSEMENT PREPAID MASTERCARD®.

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INTRODUCTION

Terms and Conditions/Definitions for the Netspend Disbursement Prepaid Mastercard Program (the "Program").

This document constitutes the agreement ("**Agreement**") outlining the terms and conditions under which the Netspend Disbursement Prepaid Mastercard has been issued by MetaBank®. "**Card Account**" means the records we maintain to account for the transactions made with your Card. "**Account Number**" means the 14-digit number used to identify your Card Account. "**Card**" means the Netspend Disbursement Prepaid Mastercard issued to you by MetaBank. "**Card Number**" is the 16-digit number embossed on your Card. "**Issuer, "we," "us," "Bank,"** and "**our**" means MetaBank, Member FDIC, and our successors, affiliates, or assignees, and unless otherwise indicated, Netspend. "**Netspend**" refers to Netspend Corporation, the servicer for the Netspend Disbursement Prepaid Mastercard Program, and its successors, affiliates, or assignees. Any request for a Card will be processed by Netspend, acting on behalf of the Issuer, at its offices located in Austin, Texas. Netspend is an Independent Sales Organization pursuant to an agreement with the Issuer. "**You**" and "**your**" mean the person(s) who have received the Card and are authorized to use the Card as provided for in this Agreement. "**Cardholder**" refers to the person who submits an initial request for the Card. In order to become a Cardholder, you must be an individual who

can lawfully enter into and form contracts under applicable law in the state in which you reside. Unless it would be inconsistent to do so, words and phrases used in this Agreement should be construed so that the singular includes the plural and the plural includes the singular.

You acknowledge and agree that the value available in your Card Account is limited to the funds that have been loaded into your Card Account on your behalf. You do not have the ability to add funds to the Card. However, the corporate sponsor from whom you received your Card may add additional funds to your Card. By activating or loading your Card or Card Account you agree to be bound by the terms and conditions contained in this Agreement, including the Account Maintenance Fee and other fees listed in the Fee Schedule. You agree to sign the back of each Card immediately upon receipt.

The expiration date of your Card is identified on the front of the Card. The Card is a prepaid card. The Card is not a gift card, nor is it intended to be used for gifting purposes. The Card is not a credit card. The Card is not for resale. You are the direct beneficiary of the funds loaded to your Card Account. The funds in your Card Account will be FDIC insured upon receipt by the Issuer, provided your Card is registered with us (for more information, see section labeled "Opening a Card Account (Identification Verification); *Registration/Activation*"). You will not receive any interest on your funds in your Card Account. The Card will remain the property of the Issuer and must be surrendered upon demand. The Card is nontransferable and may be canceled, repossessed, or revoked at any time without prior notice subject to applicable law. The Card is not designed for business use, and we may close your Card Account if we determine that it is being used for business purposes. We may refuse to process any transaction that we believe may violate the terms of this Agreement or applicable law.

Your Card Account does not constitute a checking or savings account and is not connected in any way to any other account, except as may otherwise be indicated in any other account agreements you have entered into with us.

Write down your Card Number and the Customer Service phone number provided in this Agreement on a separate piece of paper in case your Card is lost, stolen, or destroyed. Keep the paper in a safe place. Please read this Agreement carefully and keep it for future reference.

OPENING A CARD ACCOUNT (IDENTIFICATION VERIFICATION); REGISTRATION/ACTIVATION

You will need to provide personal information in order for us to verify your identity ("register"). The Cardholder must register and activate the Card before it can be used. To be eligible to activate your Card Account, you represent and warrant that: (a) you are at least 18 years of age; (b) the personal information that you provide to us is true, correct, and complete; and (c) you have read this Agreement and agree to be bound by, and comply with, its terms.

Important information for opening a Card Account: To help the federal government fight the funding of terrorism and money laundering activities, the USA PATRIOT Act requires us to obtain, verify, and record information that identifies each person who opens a Card Account. **WHAT**

THIS MEANS FOR YOU: When you open a Card Account, we will ask for your name, address, date of birth, and your government ID number. We may also ask to see your driver's license or other identifying information. Card activation and identity verification is required before you can use the Card Account. If your identity is partially verified, full use of the Card Account will be restricted, but you may be able to use the Card for in-store purchase transactions. Restrictions include no ATM withdrawals, international transactions, and additional loads. Use of Card Account is also subject to fraud prevention restrictions at any time, with or without notice.

You may register and activate your Card by calling 1-844-885-0432 or by visiting www.mynetspend.com. You must set a Personal Identification Number ("PIN") to activate your Card (see the section labeled "Personal Identification Number").

After your Card Account is opened, we may again ask to see a copy of your driver's license or other identifying documents at any time if we deem it necessary to verify your identity, address, or transactions on your Card Account. These measures are specifically designed to help us protect your identity and identify possible fraud on your Card Account. If we ask for specific identifying documents, we will have the right to immediately close or suspend your Card Account if those specific documents are not provided.

BUSINESS DAYS

Our business days are Monday through Friday, excluding federal holidays, even if we are open. Any references to "days" found in this Agreement are calendar days unless indicated otherwise.

ADDRESS OR NAME CHANGES

You are responsible for notifying us of any change in your name, physical address, mailing address, email address, phone number, or Anytime Alerts™ address, no later than two (2) weeks after said change. Any notice of change of address or name required by this Agreement may be provided to us via email at customerservice@mynetspend.com or by telephone at 1-844-885-0432. Requests for address or name changes may be subject to Netspend additional verification requirements.

We will attempt to communicate with you only by use of the most recent contact information you have provided to us. You agree that any notice or communication sent to you at an address noted in our records shall be effective unless we have received an address change notice from you.

We cannot accept responsibility for any email messages not received by you, or for any delay in the receipt or delivery of any email notifications. If you make your email account available to any other individual, you agree that you are responsible for any release of any Account information to such individual.

AUTHORIZED USERS

You are responsible for all authorized transactions initiated and fees incurred by use of your Card Account. If you permit another person to have access to your Card, Card Number or PIN, we will treat this as if you have authorized such use and you will be liable for all transactions and fees incurred by those persons.

You must not send your Card, Card Number or Personal Identification Number to any person. You must notify us immediately in the event you revoke permission for any person you previously authorized to use your Card, Card Number or PIN, so that we may take appropriate action for the protection of your funds; up to and including cancelling your Card or closing your Card Account. You are wholly responsible for the use of the Card Account according to the terms and conditions of this Agreement.

PERSONAL IDENTIFICATION NUMBER

You must set a PIN when you activate your Card. A PIN can be used to obtain cash (see section labeled “Cash Access”) or to make purchases at any Point-of-Sale (“POS”) device that bears the Mastercard, Cirrus®, or PULSE® acceptance mark. 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 by following the procedures described in the section labeled “Your Liability for Unauthorized Transfers and Deadline to Report Errors.”

To activate your Card, see the section labeled “Opening a Card Account; Registration/Activation.”

CASH ACCESS

With your PIN, and upon successful registration, you may use your Card to obtain cash from any ATM or any POS device, as permissible by a Merchant, bearing the Mastercard, Cirrus, or PULSE acceptance mark. ATM transactions are treated as cash withdrawal transactions. Any cash withdrawn from an ATM terminal, POS device or through a participating bank or Netspend Reload Network location (an “**Over the Counter Cash Withdrawal**”) will be subject to the limitations set forth in the section below labeled “Using Your Card/Limitations”). ATM withdrawals may also be subject to varying daily limits at the ATM owner’s discretion. A fee may be associated with the use of your Card to obtain cash. See the Fee Schedule for more information about the fee.

USING YOUR CARD/LIMITATIONS

Card Account Access: Subject to the limitations set forth in this Agreement, you may use your Card to (1) withdraw cash from your Card Account (see the section labeled “Cash Access”) and (2) purchase or lease goods or services wherever Debit Mastercard is accepted. Some of these services may not be available at all terminals. There may be fees associated with some of these transactions. See the Fee Schedule for more information about the fees.

Limitations on frequency and dollar amounts of transfers: For security reasons, we may suspend your ability to make transactions or limit the amount or number of transactions you can make with your Card. (1) When using a registered Card, you may make no more than a total of \$940.00 in ATM withdrawals per day, but an individual ATM withdrawal may not exceed \$325.00, subject to any lower limits imposed by the ATM owner-operator. (2) Any individual Over-the-Counter Cash Withdrawal, PIN-based, or signature-based purchase made with your Card may not exceed \$5,000.00. (3) The maximum value of your Card Account is restricted to \$10,000.00 at any point in time.

Netspend will determine the maximum cumulative amount of your value loads and of your Card Account by aggregating the activity and value of all card accounts you may have that are serviced by Netspend, regardless of the issuing bank.

Each time you use your Card, you authorize us to reduce the value available in your Card Account by the amount of the transaction and any applicable fees. You may not exceed the available amount in your Card Account through an individual transaction or a series of transactions.

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 cash or another card. These are called “split transactions.” Some Merchants do not allow cardholders to conduct split transactions. If you wish to conduct a split transaction and it is permitted by the Merchant, you must tell the Merchant to charge only the exact amount of funds available in your Card Account to the Card. You must then arrange to pay the difference using another payment method. Some Merchants may require payment for the remaining balance in cash. If you fail to inform the Merchant that you would like to complete a split transaction prior to swiping your Card, your Card is likely to be declined.

If you use your Card at an automated fuel dispenser (“pay at the pump”), the Merchant may preauthorize the transaction amount up to \$100.00 or more. If your Card is declined, even though you have sufficient funds available, you should pay for your purchase inside with the cashier. If you use your Card at a restaurant, a hotel, for a car rental purchase, or for similar purchases, the Merchant may preauthorize the transaction amount for the purchase amount plus up to 20% more to ensure there are sufficient funds available to cover tips or incidental expenses incurred. Any preauthorized amount will result in the placement of 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 preauthorized amount on hold will be removed and replaced by the actual amount of your purchase. If we do not receive the final payment amount, the preauthorized amount on hold will remain in place for thirty (30) days. During a hold period, you will not have access to the preauthorized amount.

You may not use your Card Number or the Issuer’s routing number and your assigned Account Number in connection with the creation and/or negotiation of any financial instruments such as checks, which we have not authorized.

Your Card cannot be redeemed for cash. You may not use your Card for illegal online gambling or any other illegal transaction.

You do not have the right to stop payment on any purchase or payment transaction originated by use of your Card. If you authorize a transaction and then fail to make a purchase of that item as planned, the approval may result in a hold (see the section labeled “Returns and Refunds,” in addition to previous information addressed in this section).

FRAUDULENT OR CRIMINAL CARD ACCOUNT

We reserve the right to block, suspend, or cancel your Card Account if, as a result of our policies and processes, we detect

what we reasonably believe to be fraudulent, suspicious or criminal activity or any activity that is inconsistent with this Agreement. We may temporarily suspend your Card Account in the event we detect unusual or suspicious account activity. If we exercise this right, we will incur no liability to you because of any resulting unavailability of the funds in your Card Account, or your inability to use your Card.

RETURNS AND REFUNDS

If you are entitled to a refund for any reason for goods or services obtained with your Card, you agree to accept credits to your Card Account for such refunds and agree to the refund policy of that Merchant. If you have a problem with a purchase that you made with your Card, or if you have a dispute with the Merchant, you must attempt to handle it directly with the Merchant. Merchant refunds in an amount the same or less than the amount of the corresponding debit will post to the Card Account when they are received. We have no control over when a Merchant sends a refund transaction; there may be a delay between the date of the refund transaction and the date the refund amount is credited to your Card Account.

CARD REPLACEMENT

If you need to replace your Card for any reason, please contact us at **1-844-885-0432** to request a replacement Card. You will be required to provide personal information which may include your Card Number, full name, transaction history, and similar information to help us verify your identity. There is a fee for replacing your Card. *See the Fee Schedule for more information about the fee.*

TRANSACTIONS MADE IN FOREIGN CURRENCIES AND/OR WITH MERCHANTS LOCATED IN FOREIGN COUNTRIES

If you obtain funds or make a purchase in a currency other than the currency in which your Card Account was issued, or conduct a transaction with a Merchant located outside the U.S., Puerto Rico, the U.S. Virgin Islands, Guam, or the Marianas Islands ("Foreign Transaction"), the transaction will be converted to U.S. Dollars, and you will be charged a fee equal to 3.5% of the total amount of the transaction in U.S. Dollars. If you make a Foreign Transaction, the amount deducted from your funds will be converted by Mastercard International Incorporated ("**Mastercard**") into an amount in the currency of your Card Account. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by Mastercard from the range of rates available in wholesale currency markets for the applicable central processing date, which may vary from the rate Mastercard itself receives or the government-mandated rate in effect for the applicable central processing date. If the Foreign Transaction results in a credit due to a return, you will receive a refund for the Foreign Transaction Surcharge based on the exchange rate at the date and time of the credit; the amount of the refunded Foreign Transaction Surcharge may be more or less than the Foreign Transaction Surcharge paid at the time of the original purchase.

RECEIPTS

You should get a receipt at the time you make a transaction using your Card. You agree to retain, verify, and reconcile your transactions and receipts.

CARD ACCOUNT BALANCE/PERIODIC STATEMENTS

You are responsible for keeping track of the available balance of your Card Account. Merchants generally will not be able to determine your available balance. It's important to know your available balance before making any transaction.

You may obtain information about the amount of money you have remaining in your Card Account by calling **1-844-885-0432** or by enrolling in Netspend's Anytime Alerts SMS service (standard text message and data rates may apply). This information, along with a sixty (60) day history of account transactions, is also available for no fee online at www.mynetspend.com.

Statements in electronic format will also be made available for no fee at www.netspend.com for each month in which a transaction occurs. You will not automatically receive paper statements (i.e., written history).

If your account is registered with us, you have the right to obtain a sixty (60) day written history of account transactions by calling 1-844-885-0432, or by writing us at P.O. Box 2136, Austin, TX 78768-2136. **There is a fee for obtaining a written history.** See the Fee Schedule for information about the fees described in this section.

CONFIDENTIALITY

We may disclose information to third parties about your Card Account or the transactions you make:

- 1) Where it is necessary for completing transactions;
- 2) In order to verify the existence and condition of your Card for a third party, such as a Merchant;
- 3) In order to comply with government agency or court orders, or other legal reporting requirements;
- 4) If you give us your written permission; or
- 5) To our employees, auditors, affiliates, service providers, or attorneys, as needed.

OUR LIABILITY FOR FAILURE TO COMPLETE TRANSACTIONS

If we do not properly 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 or damages. 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 ATM where you are making a cash withdrawal does not have enough cash;
- 4) 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;
- 5) If access to your Card Account has been blocked after you reported your Card or PIN lost or stolen;
- 6) If there is a hold or your funds are subject to legal process or other encumbrance restricting their use;

- 7) If we have reason to believe the requested transaction is unauthorized;
- 8) 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;
- 9) If we block, suspend or close your Card Account as a result of our reasonable suspicion of fraudulent, suspicious, or criminal activity or activity that is inconsistent with this Agreement;
- 10) If we have requested documents to verify your identity, address, or transaction on your Card Account, and you have not provided all such requested documents; or
- 11) Any other exception stated in our Agreement with you.

INFORMATION ABOUT YOUR RIGHT TO DISPUTE ERRORS

In case of errors or questions about your Card Account, telephone us at 1-844-885-0432, write to us at Netspend, P.O. Box 2136, Austin, TX 78768-2136, or email us at customerservice@mynetspend.com as soon as you can, if you think an error has occurred in your Card Account. We must allow you to report an error until sixty (60) days after the earlier of the date you electronically access your Card Account, if the error could be viewed in your electronic history, or the date we sent the FIRST written history on which the error appeared. You may request a written history of your transactions at any time by calling us at 1-844-885-0432 or writing to us at Netspend, P.O. Box 2136, Austin, TX 78768-2136.

In your error report, you will need to tell us:

- 1) Your name and Card Number;
- 2) Why you believe there is an error, and the dollar amount involved; and
- 3) Approximately when the error took place.

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days.

We will determine whether an error occurred within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will provisionally credit your Card Account within ten (10) business days for the amount you think is in error, so that you will have the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not provisionally credit your Card Account.

For errors involving transactions to or from the Card Account within thirty (30) days after the first load to the account was made ("new accounts"), POS transactions, or foreign-initiated transactions, we may take up to ninety (90) days to investigate your complaint or question. For new accounts, we may take up to twenty (20) business days to provisionally credit your Card Account for the amount you think is in error.

Any amount provisionally credited to your Card Account may be assessed the \$50.00 liability limit described below under “*Your Liability for Unauthorized Transfers and Deadline to Report Errors*”.

We will tell you the results within three (3) business days after completing the investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation. If you need more information about our error-resolution procedures, call us at 1-844-885-0432 or visit netspend.com.

For disputes concerning the condition or receipt of goods or services you purchased, we are not required to provide provisional credit, or to finalize the claim during the periods stated above.

LOST OR STOLEN CARDS/UNAUTHORIZED TRANSFERS

Contact us AT ONCE if you believe your Card, online login credentials, or PIN has been lost or stolen or that an electronic funds transfer has been made without your permission. Telephoning us at **1-844-885-0432** is the best way to minimize your possible losses. You could lose all the money in your Card Account.

Your Liability for Unauthorized Transfers and Deadline to Report Errors

If you notify us within two (2) business days after you learn of the loss or theft of your Card or PIN, you can lose no more than \$50.00 if someone used your Card or PIN without your permission. If you do NOT notify us within two (2) business days after you learn of the loss or theft of your Card or PIN and we can prove that we could have stopped someone from using your Card or PIN without your permission if you had promptly notified us, you could lose as much as \$500.00. If your Card or PIN has been lost or stolen, we will cancel your Card and issue you a new Card.

We must allow you to report an error or an unauthorized transfer until **sixty (60) days** after the earlier of the date you electronically access your account, if the unauthorized transaction could be viewed in your electronic history, or the date we sent the FIRST written history on which the unauthorized transfer appeared. If you do not tell us within this time period, you may not get back any money you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had notified us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods for a reasonable period.

Under Mastercard’s Zero Liability Policy, your liability for unauthorized transactions on your Card Account is \$0.00 if you notify us promptly upon becoming aware of the loss or theft, and you exercise reasonable care in safeguarding your Card from loss, theft, or unauthorized use. These provisions limiting your liability do not apply to debit transactions not processed by Mastercard or to unregistered cards.

MISCELLANEOUS

Your Card Account 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 network or association involved in transactions. We do not waive our rights by delaying or failing to exercise them at any time. 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.

SUSPENSION, AMENDMENT, AND CANCELLATION

We may amend or change the terms and conditions of this Agreement at any time without prior notice to you except as required by applicable law. You will be notified of any change in the manner provided 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. You may cancel this Agreement by returning the Card (if applicable) to us. Your termination of this Agreement will not affect any of our rights or your obligations arising under this Agreement prior to termination.

We reserve the right to limit your use of any Card, including limiting your use of any Card at ATMs and your Card Account. We also may cancel or suspend the use of one or more of your Cards, your Card Account with or without cause or notice, other than as required by applicable law.

In the event your Card Account is cancelled, closed, or terminated for any reason, so long as you used your Card Account in accordance with the terms of this Agreement, you may request the unused balance to be returned to you via a check to the mailing address we have in our records. There is a fee for this service. For information about the fee, see the *Fee Schedule*. **We may not issue a refund check for any unused balance amount less than \$1.00.**

In the event you wish to update your mailing address at the time your Card Account is cancelled, closed, or terminated for any reason or thereafter, we may request specific documents to verify your identity and address. Any unused balance on your Card Account may be withheld until such documents are provided or until the funds escheat to the state in accordance with applicable state law.

In the event any federal or state governmental agency, including the Internal Revenue Service or Social Security Administration, requests the return of funds deposited to your Card Account that originated from such governmental agency, such funds may be remitted to the issuing agency in lieu of returning such funds to you. In the event funds are remitted to an issuing governmental agency, any effort by you to recoup such funds must be directed to the governmental agency in question, and we will have no liability to you for such funds.

For any remaining account balances, we will comply with unclaimed property laws and appropriately engage in escheatment activities as required by state law.

DELIVERY OF ELECTRONIC COMMUNICATIONS

If you have not consented to receiving electronic communications from us but would like to do so, please visit us online at www.mynetspend.com.

CUSTOMER SERVICE

For customer service or additional information regarding your Card Account, please contact us at:

Netspend
P.O. Box 2136
Austin, Texas 78768-2136
1-844-885-0432

Customer Service agents are available to answer your calls:
Monday through Friday, 8 a.m. to 10 p.m. CT
Saturday and Sunday, 8 a.m. to 8 p.m. CT.
The Telephone Automated Service is available 24 hours a day.

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. You agree that we or our agents may contact you at any telephone number you provide to us, including your cell phone number for any informational, non-telemarketing purpose related to your Account. You agree to receive these calls via an automatic telephone dialing system;; messages, such as prerecorded or artificial voice messages;; or text messages sent via an automated texting system. You understand your service provider may charge you for these calls/messages.

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.

ARBITRATION CLAUSE

We have put this Arbitration Clause in question and answer form to make it easier to follow. However, this Arbitration Clause is part of this Agreement and is legally binding. For purposes of this section, our **"Notice Address"** is: MetaBank, Attn: Customer Service, 5501 S Broadband Ln, Sioux Falls, SD 57108.

Background and Scope.		
Question	Short Answer	Further Detail
What is arbitration?	An alternative to court	In arbitration, a third-party arbitrator ("Arbitrator") solves Disputes in an informal hearing.
Is it different from court and jury trials?	Yes	The hearing is private. There is no jury. It is usually less formal, faster and less expensive than a lawsuit. Pre-hearing fact finding is limited. Appeals are limited. Courts rarely overturn arbitration awards.
Can you opt-out of this Arbitration Clause?	Yes, within 60 days	If you do not want this Arbitration Clause to apply, you must send us a signed notice within 60 calendar days after you purchase the Card. You must send the notice in writing (and not electronically) to our Notice Address. Provide your name, address and Card number. State that you "opt out" of the Arbitration Clause.
What is this Arbitration Clause about?	The parties' agreement to arbitrate Disputes	Unless prohibited by applicable law and unless you opt out, you and we agree that you or we may elect to arbitrate or require arbitration of any "Dispute" as defined below.

Who does the Arbitration Clause cover?	You, us and certain "Related Parties"	This Arbitration Clause governs you and us. It also covers certain "Related Parties": (1) our parents, subsidiaries and affiliates; (2) our employees, directors, officers, shareholders, members and representatives; and (3) any person or company that is involved in a Dispute you pursue at the same time you pursue a related Dispute with us.
What Disputes does the Arbitration Clause cover?	All Disputes (except certain Disputes about this Arbitration Clause)	This Arbitration Clause governs all "Disputes" that would usually be decided in court and are between us (or any Related Party) and you. In this Arbitration Clause, the word "Disputes" has the broadest reasonable meaning. It includes all claims even indirectly related to your Card or this Agreement. It includes claims related to the validity in general of this Agreement. However, it does not include disputes about the validity, coverage or scope of this Arbitration Clause or any part of this Arbitration Clause. (This includes a Dispute about the rule against class arbitration.) All such disputes are for a court and not an Arbitrator to decide.
Who handles the arbitration?	Usually AAA or JAMS	<p>Arbitrations are conducted under this Arbitration Clause and the rules of the arbitration administrator in effect when the arbitration is started. However, arbitration rules that conflict with this Arbitration Clause do not apply. The arbitration administrator will be either:</p> <ul style="list-style-type: none"> • The American Arbitration Association ("AAA"), 1633 Broadway, 10th Floor, New York, NY 10019, www.adr.org. • JAMS, 620 Eighth Avenue, 34th Floor, New York, NY 10018, www.jamsadr.com • Any other company picked by agreement of the parties. <p>If all the above options are unavailable, a court will pick the administrator. No arbitration may be administered without our consent by any administrator that would permit a class arbitration under this Arbitration Clause. The arbitrator will be selected under the administrator's rules. However, the arbitrator must be a lawyer with at least ten years of experience or a retired judge unless you and we otherwise agree.</p>
Can Disputes be litigated?	Sometimes	Either party may bring a lawsuit if the other party does not demand arbitration. We will not demand arbitration of any lawsuit you bring as an individual action in small-claims court. However, we may demand arbitration of any appeal of a small-claims decision or any small-claims action brought on a class basis.
Are you giving up any rights?	Yes	<p>For Disputes subject to this Arbitration Clause, you give up your right to:</p> <ol style="list-style-type: none"> 1. Have juries decide Disputes. 2. Have courts, other than small-claims courts, decide Disputes. 3. Serve as a private attorney general or in a representative capacity. 4. Join a Dispute you have with a dispute by other consumers. 5. Bring or be a class member in a class action or class arbitration. <p>We also give up the right to a jury trial and to have courts decide Disputes you wish to arbitrate.</p>

Can you or another consumer start a class arbitration?	No	The Arbitrator is <u>not</u> allowed to handle any Dispute on a class or representative basis. All Disputes subject to this Arbitration Clause must be decided in an individual arbitration or an individual small-claims action. This Arbitration Clause will be void if a court rules that the Arbitrator can decide a Dispute on a class basis and the court's ruling is not reversed on appeal.
What law applies?	The Federal Arbitration Act ("FAA")	This Agreement and the Cards involve interstate commerce. Thus, the FAA governs this Arbitration Clause. The Arbitrator must apply substantive law consistent with the FAA. The Arbitrator must honor statutes of limitation and privilege rights. Punitive damages are governed by the constitutional standards that apply in judicial proceedings.
Will anything I do make this Arbitration Clause ineffective?	No	This Arbitration Clause stays in force even if: (1) you or we end this Agreement; or (2) we transfer or assign our rights under this Agreement.
Process.		
What must a party do before starting a lawsuit or arbitration?	Send a written Dispute notice and work to resolve the Dispute	Before starting a lawsuit or arbitration, the complaining party must give the other party written notice of the Dispute. The notice must explain in reasonable detail the nature of the Dispute and any supporting facts. If you are the complaining party, you must send the notice in writing (and not electronically) to our Notice Address. You or an attorney you have personally hired must sign the notice and must provide the Card number and a phone number where you (or your attorney) can be reached. A letter from us to you will serve as our written notice of a Dispute. Once a Dispute notice is sent, the complaining party must give the other party a reasonable opportunity over the next 30 days to resolve the Dispute on an individual basis.
How does an arbitration start?	Mailing a notice	If the parties do not reach an agreement to resolve the Dispute within 30 days after notice of the Dispute is received, the complaining party may commence a lawsuit or an arbitration, subject to the terms of this Arbitration Clause. To start an arbitration, the complaining party picks the administrator and follows the administrator's rules. If one party begins or threatens a lawsuit, the other party can demand arbitration. This demand can be made in court papers. It can be made if a party begins a lawsuit on an individual basis and then tries to pursue a class action. Once an arbitration demand is made, no lawsuit can be brought and any existing lawsuit must stop.
Will any hearing be held nearby?	Yes	The Arbitrator may decide that an in-person hearing is unnecessary and that he or she can resolve a Dispute based on written filings and/or a conference call. However, any in-person arbitration hearing must be held at a place reasonably convenient to you.
What about appeals?	Very limited	Appeal rights under the FAA are very limited. The Arbitrator's award will be final and binding. Any appropriate court may enter judgment upon the arbitrator's award.

Arbitration Fees and Awards.

Who bears arbitration fees?	Usually, we do.	We will pay all filing, administrative, hearing and Arbitrator fees if you act in good faith, cannot get a waiver of such fees and ask us to pay.
When will we cover your legal fees and costs?	If you win	If you win an arbitration, we will pay the reasonable fees and costs for your attorneys, experts and witnesses. We will also pay these amounts if required under applicable law or the administrator's rules or if payment is required to enforce this Arbitration Clause. The Arbitrator shall not limit his or her award of these amounts because your Dispute is for a small amount.
Will you ever owe us for arbitration or attorneys' fees?	Only for bad faith	The Arbitrator can require you to pay our fees if (and only if): (1) the Arbitrator finds that you have acted in bad faith (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)); and (2) this power does not make this Arbitration Clause invalid.
Can an award be explained?	Yes	A party may request details from the Arbitrator, within 14 days of the ruling. Upon such request, the Arbitrator will explain the ruling in writing.

This Cardholder Agreement is effective September 1, 2017.

This Card is issued by MetaBank, Member FDIC, pursuant to license by Mastercard International Incorporated.

5501 S. Broadband Lane

Sioux Falls, SD 57108

1-844-885-0432

www.mynetspend.com

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Patent Nos. 6,000,608 and 6,189,787.

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