

List of all fees associated with your Netspend® Disbursement Prepaid Mastercard®		
Details of All Fees		
To Get Started		
Card Purchase Fee	\$0	No fee for initial Card. Replacement Cards are available for the fee described below.
Plan Fee		
Monthly Fee	\$0	No fee.
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.
ATM Balance Inquiry Fee – 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 (“OTC”) Withdrawal Fee at a Financial Institution	\$3.00	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 are subject to change.
ATM 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 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.
Using Your Card 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 Fee or OTC Withdrawal Fee.
ATM Withdrawal Fee – International	\$4.95	Per withdrawal, plus the Foreign Transaction Surcharge. You may also be charged a fee by the ATM operator.
ATM Balance Inquiry Fee – International	\$0	Per inquiry. You may be charged a fee by the ATM operator.
ATM Transaction Decline Fee International	\$0	Per declined transaction. You may be charged a fee by the ATM operator.
Transaction Declines		
ATM Transaction Decline Fee Domestic	\$0	Per declined transaction. 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. There is no fee to replace an expired Card.
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 Replacement Card Fee. Fee will be assessed when this service is requested with replacement Card orders.
Other		
Additional Statement Mailing Fee	\$5.95	The fee for first written transaction history requested in any calendar month is \$0. If you request more than one written transaction history in a given month, each additional request is \$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 Card Account closure. Refund checks are not issued for balances of less than \$1.00. If your Card Account balance will be reduced to less than \$1.00 after the Check Request Fee is debited, the Check Request Fee will be waived. See “Withdraw Cash” above for alternative options to remove the funds from your Card Account.
Inactivity Fee	\$3.95	Per month. Fee applies if there are funds in the Card Account and the Card Account has had no activity, i.e., no purchases; no cash withdrawals; no load transactions; and no Balance Inquiry Fee, for ninety (90) days.

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

No Overdraft/Credit Feature

Contact Netspend by calling 1-844-885-0432, by mail at P.O. Box 2136, Austin, TX 78768-2136, or visit www.mynetspend.com to learn more about the terms and conditions of your prepaid account.

For general information about prepaid accounts, visit www.cfpb.gov/prepaid. If you have a complaint about a prepaid account, call the Consumer Financial Protection Bureau at 1-855-411-2372 or visit www.cfpb.gov/complaint.

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”).

YOU MAY ONLY RECEIVE FUNDS THAT HAVE BEEN LOADED TO THIS CARD ACCOUNT BY ACCEPTING AND ACTIVATING THIS CARD OR, SHOULD YOU CHOOSE NOT TO ACTIVATE THIS CARD, BY REQUESTING A RETURN OF FUNDS CHECK. THE CHECK REQUEST FEE WILL BE WAIVED IF YOU DECIDE NOT TO ACTIVATE THIS CARD. THIS CARD MUST BE SUCCESSFULLY ACTIVATED AND REGISTERED IN ORDER TO BE USED (SEE THE “OPENING A CARD ACCOUNT

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 accepting your Card, you agree to be bound by the terms and conditions contained in this Agreement. You agree to sign the back of each Card immediately upon receipt.

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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 (IDENTITY VERIFICATION); REGISTRATION/ACTIVATION

You will need to provide personal information in order for us to verify your identity (“Register”). You 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 are 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*”). If you do not Register and activate your Card and your Card Account remains inactive for ninety (90) days after it is first loaded, we will begin to assess the Inactivity Fee listed in the Fee Schedule.

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.

DEDUCTION OF FEES

All of the fees associated with your Card Account are listed in the Fee Schedule. All fee amounts will be withdrawn from your Card Account, except where prohibited by law. NOTE: Fees assessed to your Card Account balance may bring your Card Account balance negative. Any time your Card Account balance is less than the fee amount being assessed on your Card Account or your Card Account balance is already negative, the assessment of the fee will result in a negative balance on your Card Account or increase the negative balance on your Card Account, as applicable. If that occurs, any subsequent deposits or loads into your Card Account will first be applied to the negative balance.

If you do not Register your Card and your Card remains inactive, the assessment date for the Inactivity Fee listed in the Fee Schedule will begin ninety (90) days after the date the Card was first loaded.

BUSINESS DAYS

Our business days are Monday through Friday, excluding federal holidays, even if they 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 Netspend’s Anytime Alerts™ short message service (“Anytime Alerts”) (typically referred to as an “SMS” message; standard text message and data rates may apply) 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 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 PIN 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 the 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*.”

To activate your Card, see the section labeled “*Opening a Card Account (Identity Verification); 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 or 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. 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.

Transfer Type	Maximum Amount	Frequency and Number
ATM Withdrawals	\$325.00	Per transaction; subject to lower limits imposed by ATM owner-operator.
	\$940.00	Maximum withdrawal amount per day.
Over-the-Counter Cash Withdrawals	\$5,000.00	Per transaction.
PIN-based or Signature-based Purchase Transactions	\$5,000.00	Per transaction.
Maximum Card Account Value	\$10,000.00	

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 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 or 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.

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

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, that 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).

If your Card Account has not had any activity for ninety (90) days, we will begin to assess the Inactivity Fee listed in the Fee Schedule.

Preauthorized Debits

You may not arrange for recurring payments to Merchants using your Card Number.

FRAUDULENT OR CRIMINAL CARD ACCOUNT ACTIVITY

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, we will not refund any Foreign Transaction Surcharge that may have been charged in connection to your 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 Anytime Alerts (standard text message and data rates may apply). This information, along with a twelve (12) month 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.mynetspend.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 twenty-four (24) month written history of account transactions by calling 1-844-885-0432 or by writing to us at P.O. Box 2136, Austin, TX 78768-2136. You will not be charged for the written history unless you request it more than once per month. 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:

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

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:

- If, through no fault of ours, you do not have enough funds available in your Card Account to complete the transaction;
- If a Merchant refuses to accept your Card;
- If an ATM where you are making a cash withdrawal does not have enough cash;
- 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;
- If access to your Card Account has been blocked after you reported your Card or PIN lost or stolen;
- If there is a hold or your funds are subject to legal process or other encumbrance restricting their use;
- If we have reason to believe the requested transaction is unauthorized;
- If circumstances beyond our control (such as fire, flood, or computer or communications failure) prevent the completion of the transaction, despite reasonable precautions that we have taken;
- 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;
- 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
- 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:
- Your name and Card Number;
 - Why you believe there is an error, and the dollar amount involved; and
 - 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.

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 www.mynetspend.com.

Warning Regarding Unverified Prepaid Accounts

It is important to Register your Card Account as soon as possible. Until you Register your Card Account and we verify your identity, we are not required to research or resolve any errors regarding your Card Account. To Register your Card Account go to www.mynetspend.com or call us at 1-844-885-0432. We will ask you for identifying information about yourself (including your full name, address, date of birth, and government-issued identification number) so that we can verify your identity (see the section labeled “Opening a Card Account (Identity Verification); Registration/Activation”).

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

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 un-Registered 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 or 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.

ENGLISH LANGUAGE CONTROLS

Any translation of this Agreement is provided for your convenience. The meanings of terms, conditions, and representations herein are subject to definitions and interpretations in the English language. Any translation provided may not accurately represent the information in the original English.

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 CALLS: CALLING, MONITORING AND 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.

LEGAL PROCESS

Regardless of where or how we are served, we will comply with any state or federal legal process, including, without limitation, any writ of attachment, adverse claim, execution, garnishment, tax levy, restraining order, subpoena, or warrant we believe to be valid relating to you or your Card. You agree that we will honor legal process that is served personally, by mail, or by facsimile transmission at any of our offices (including locations other than where the funds, records, or property sought is held), even if the law requires personal delivery at the office where your Card Account records are maintained. You agree that we will have no liability to you for honoring any such legal process. You also agree that we will have no obligation to assert on your behalf any applicable exemptions to execution or attachment under any applicable state or federal law. We will enforce a right of security interest against any of your Card Accounts in order to reimburse us for our fees and expenses, including attorneys’ fees, court costs, and expenses, in complying with legal process. We may refuse to permit withdrawals or transfers from your account until such legal process is satisfied or dismissed, even if such action results in insufficient funds to satisfy an obligation you may have incurred. We may deduct such expenses from your Card Account or any other account you may have with us without prior notice to you, or we may bill you directly for such expenses and fees. You agree to release and indemnify, defend and hold us harmless from all actions, claims, liabilities, losses, costs, and damages, including, without limitation, attorneys’ fees, associated with our compliance with any legal process. When we receive an order instructing us to restrict access to funds in a Card Account, we may remove the funds from the account and maintain them separately.

JURY TRIAL WAIVER

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 WILL NOT AFFECT OR BE INTERPRETED AS MODIFYING IN ANY FASHION THE ARBITRATION CLAUSE SET FORTH IN THE FOLLOWING SECTION, WHICH CONTAINS ITS OWN JURY TRIAL WAIVER.

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: Pathward, N.A., Attn: Customer Service, 5501 S. Broadband Lane, 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

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:

- 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.

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.

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

For Disputes subject to this Arbitration Clause, you give up your right to:

- Have juries decide Disputes.
- Have courts, other than small-claims courts, decide Disputes.
- Serve as a private attorney general or in a representative capacity.
- Join a Dispute you have with a dispute by other consumers.
- Bring or be a class member in a class action or class arbitration.

We also give up the right to a jury trial and to have courts decide Disputes you wish to arbitrate.

Can you or another consumer start a class arbitration?
No

The Arbitrator is not 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 May 5, 2022.

This Card is issued by Pathward, N.A., Member FDIC, pursuant to license by Mastercard International Incorporated.
5501 S. Broadband Lane
Sioux Falls, SD 57108
1-844-885-0432
www.mynetspend.com
Mastercard and the circles design are registered trademarks of Mastercard International Incorporated.
Certain products and services may be licensed under U.S. Patent Nos. 6,000,608 and 6,189,787.
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