

**CARDHOLDER AGREEMENT; IMPORTANT- PLEASE READ CAREFULLY**

THIS AGREEMENT CONTAINS AN ARBITRATION PROVISION REQUIRING ALL CLAIMS TO BE RESOLVED BY WAY OF BINDING ARBITRATION. SEE FEE SCHEDULE ON PAGE 2 FOR THE FEES ASSOCIATED WITH THE USE OF THIS CARD ACCOUNT 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 (1-86-NETSPEND/1-866-387-7363) PRINTED ON THE BACK OF YOUR NETSPEND® VISA® PREPAID CARD.

**TABLE OF CONTENTS**

INTRODUCTION (INCLUDING DEFINITIONS) ..... 1

OPENING A CARD ACCOUNT (IDENTIFICATION VERIFICATION/REGISTRATION/ACTIVATION) ..... 2

FEE SCHEDULE ..... 2

BUSINESS DAYS ..... 5

ADDRESS OR NAME CHANGES ..... 5

AUTHORIZED USERS/SECONDARY CARDHOLDERS ..... 5

PERSONAL IDENTIFICATION NUMBER ..... 5

CASH ACCESS ..... 5

LOADING YOUR CARD ACCOUNT ..... 6

USING YOUR CARD AND VIRTUAL ACCOUNT/LIMITATIONS ..... 6

VIRTUAL ACCOUNT ..... 8

PURCHASE CUSHION AND OPTIONAL OVERDRAFT PROTECTION ..... 8

PREAUTHORIZED DEBITS AND CREDITS ..... 10

FRAUDULENT OR CRIMINAL CARD ACCOUNT OR VIRTUAL ACCOUNT ACTIVITY ..... 11

RETURNS AND REFUNDS ..... 11

CARD REPLACEMENT ..... 11

TRANSACTIONS MADE IN FOREIGN CURRENCIES AND/OR WITH MERCHANTS LOCATED IN FOREIGN COUNTRIES ..... 11

RECEIPTS ..... 11

CARD ACCOUNT BALANCE/ PERIODIC STATEMENTS ..... 11

CONFIDENTIALITY ..... 12

OUR LIABILITY FOR FAILURE TO COMPLETE TRANSACTIONS ..... 12

INFORMATION ABOUT YOUR RIGHT TO DISPUTE ERRORS ..... 12

LOST OR STOLEN CARDS/ UNAUTHORIZED TRANSFERS ..... 13

MISCELLANEOUS ..... 13

SUSPENSION, AMENDMENT AND CANCELLATION ..... 13

DELIVERY OF ELECTRONIC COMMUNICATIONS ..... 14

CUSTOMER SERVICE ..... 14

TELEPHONE MONITORING/ RECORDING ..... 14

NO WARRANTY REGARDING GOODS AND SERVICES ..... 14

ARBITRATION ..... 14

**INTRODUCTION**

**Terms and Conditions/Definitions for the Netspend Visa Prepaid Card Program (the "Program").**

This document constitutes the agreement ("**Agreement**") outlining the terms and conditions under which the Netspend Visa Prepaid Card and the Netspend Visa Virtual Account have been issued by MetaBank®. "**Card Account**" means the records we maintain to account for the transactions made with your Card or Virtual Account. "**Account Number**" means the 14-digit number used to identify your Card Account. "**Card**" means the Netspend Visa Prepaid Card issued to you by MetaBank and includes Cards held by Primary Cardholders and Secondary Cardholders. "**Card Number**" is the 16-digit number embossed on your Card. "**Virtual Account**" (as further described in the section labeled "**Virtual Account**") means a temporary access device issued to you by MetaBank that you may elect to obtain to access your Card Account for telephone or online transactions, without needing to present 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 Visa Prepaid Card Program and Netspend Visa Virtual Account program, and its successors, affiliates, or assignees. Any request for a Card or Virtual Account 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"** and **"Primary Cardholder,"** refer to the person who submits an initial request for the Card. **"Secondary Cardholder"** refers to the person(s) who have received the Card at the request of the Primary Cardholder and are authorized to use the Card as provided for in the section labeled **"Secondary Cardholder"**. In order to become a Primary Cardholder or a Secondary 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 you have loaded into your Card Account or have been loaded into your Card Account on your behalf. By activating or loading your Card, Card Account, or Virtual 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 section labeled **"Fee Schedule"**. You and any Secondary Cardholder(s) agree to sign the back of each respective Card(s) immediately upon receipt.

The expiration date of your Card is identified on the front of the Card. The expiration date of any Virtual Account you have requested is described below in the section labeled **"Virtual Account"**. 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 and Virtual Account are nontransferable and may be canceled, repossessed, or revoked at any time without prior notice subject to applicable law. The Card and Virtual Account are 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 described in the section labeled **"Virtual Account"** or 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 and the identity of any Secondary Cardholder ("register"). Both the Primary Cardholder and Secondary Cardholder must register and activate the Card before it can be used. To be eligible to activate your Card Account as a Primary Cardholder, 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, account-to-account transfers, and additional loads. Use of Card Account is also subject to fraud prevention restrictions at any time, with or without notice. **Residents of the State of Vermont are ineligible to open a Card Account.**

You may register and activate your Card by calling **1-86-NETSPEND/1-866-387-7363** or by visiting [www.netspend.com](http://www.netspend.com). You must set a Personal Identification Number ("PIN") to activate your Card (see the section labeled **"Personal Identification Number"**).

Pathward, N.A., will act as custodian of your funds upon its receipt of your funds. Once you activate your Card, you will be able to provide Pathward, N.A., as custodian, with instructions about the funds accessible through your Card Account. Activation of your Card authorizes us to hold your funds at Pathward, N.A., or as custodian to place your funds at one or more participating FDIC-insured banks (each a "Program Bank"). Visit [www.pathward.com/programbanks](http://www.pathward.com/programbanks) to find the most up-to-date list of Program Banks. If you do not agree to your funds being held by us at Pathward, N.A., or placed by Pathward, N.A., as custodian at other Program Banks, please immediately transfer or spend all the funds in your Card

Account or contact Customer Service above to cancel your Card Account and request your funds in the form of a paper check at no charge.

Your funds are eligible for deposit insurance up to the applicable limits by the Federal Deposit Insurance Corporation ("FDIC"). In the event the FDIC were to be appointed as a receiver for Pathward, N.A., or a Program Bank, your funds, aggregated with any other funds you have on deposit at such institution, would be eligible to be insured up to \$250,000 for each legal category of account ownership, subject to compliance with FDIC deposit insurance requirements. You are responsible for monitoring the total amount of all direct or indirect deposits held by you or for you with Pathward, N.A., and the Program Banks for purposes of monitoring the amount of your funds eligible for coverage by FDIC insurance. To assist with calculating your FDIC deposit insurance coverage, the FDIC has an Electronic Deposit Insurance Estimator available at <https://edie.fdic.gov>. For more information, see also <https://www.fdic.gov/deposit/deposits/prepaid.html>.

#### **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, we will assess the Account Maintenance Fee listed below beginning 90 days after the date the Card was acquired.**

**Cost to Open Account:** No Fee

**Card Purchase Fee:** No fee for initial Card request. Secondary Cards and Replacement Cards are available for fees as identified below.

**Refund Policy:** The Card Purchase Fee is not refundable. Please call Customer Service with questions about our refund policy.

<b>Three Purchase Fee Plan Options:</b>	<b>Pay-As-You-Go<sup>SM</sup> Plan*</b>	<b>FeeAdvantage<sup>TM</sup> Plan</b>	<b>Netspend Premier<sup>®</sup> FeeAdvantage Plan***</b>
Plan Fee	No Fee	\$9.95 per month	\$5.00 per month
Signature Purchase Transaction Fee**	\$1.00 each	Included in Plan	Included in Plan
PIN Purchase Transaction Fee**	\$2.00 each	Included in Plan	Included in Plan
Foreign Transaction Surcharge	3.5% of the U.S. Dollar amount of the purchase transaction, charged in addition to the Signature Purchase Transaction Fee or PIN Purchase Transaction Fee.	3.5% of the U.S. Dollar amount of the purchase transaction	3.5% of the U.S. Dollar amount of the purchase transaction

\* The Pay-As-You-Go Plan is automatically effective on your Card Account when you first obtain the Card. If you wish to change to another Purchase Fee Plan, just call 1-86-NETSPEND or visit [www.netspend.com](http://www.netspend.com).

\*\*During checkout, select "CREDIT" on the keypad to make a Signature Purchase, or select "DEBIT" and enter your PIN to make a PIN Purchase.

\*\*\* Cardholder must receive qualifying direct deposits of paychecks and/or government benefits payments totaling at least \$500 within one (1) calendar month to qualify for this optional Netspend Premier FeeAdvantage Plan. Upon qualifying, an eligible Cardholder who is on the Pay-As-You-Go Plan may call 1-86-NETSPEND or visit [www.netspend.com](http://www.netspend.com) to change to the Netspend Premier FeeAdvantage Plan; a Cardholder already enrolled in the \$9.95 FeeAdvantage Plan will automatically be changed to the Netspend Premier FeeAdvantage Plan.

<b>Withdraw Cash (See our tip on how to avoid ATM fees below)</b>	<b>Pay-As-You-Go Plan</b>	<b>FeeAdvantage Plan</b>	<b>Netspend Premier FeeAdvantage Plan</b>
Over the Counter Cash Withdrawal Fee at a financial institution (OTC Withdrawal Fee)	\$2.50 per withdrawal, plus the Foreign Transaction Surcharge, if applicable. A fee may also be assessed by a financial institution that is not a Visa member financial institution.		
Over the Counter Cash Withdrawal Fee at a Netspend Reload Network location (OTC Withdrawal Fee - Reload Network)	Fee may be assessed by reload location and may vary from location to location. Service not available in all reload locations. This is a third party fee, not assessed by Bank.		
ATM Cash Withdrawal Fee - Domestic	\$2.50 per withdrawal, plus third party ATM operator fees, if any.		
ATM Cash Withdrawal Fee - International	\$4.95 per withdrawal, plus the Foreign Transaction Surcharge, and third party ATM operator fees, if any.		
Foreign Transaction Surcharge	3.5% of the U.S. Dollar amount of the cash withdrawal, charged in addition to the ATM Cash Withdrawal Fee - International.		
ATM Transaction Decline Fee - Domestic	\$1.00 each		
ATM Transaction Decline Fee - International	\$1.00 each		
<b>Tip to avoid ATM fees:</b> Select "DEBIT" and enter your PIN to get cash back when making purchases at many retailers, such as grocery stores. ATM Fees. When you use an ATM not owned by us, you may be charged a fee by the ATM operator, and you may be charged a fee for a balance inquiry fee even if you do not complete a funds transfer.			

<b>Add Money To Your Account:</b>	<b>Pay-As-You-Go Plan</b>	<b>FeeAdvantage Plan</b>	<b>Netspend Premier FeeAdvantage Plan</b>
Direct Deposit Fee	No fee		

Cash Value Load Fee - Netspend Reload Network location	Fee may be assessed by reload location and may vary from location to location. This is a third party fee, not assessed by Bank.
Funds Transfer Fee	Visit your online Account Center to learn how to transfer funds between your Card and a bank account or third party. You can see a full range of options and applicable fees in your online Account Center. Depending on the transfer service you select, a fee may be assessed to your Card Account or to the transferor. The fee may be determined by a variety of factors set by the service provider, such as speed, amount, or destination. Some of the fees are assessed by third parties or the originating bank, and are not assessed by Bank.
Mobile Check Load Fee	Fees are determined and may be assessed by the Mobile Check Load service provider. Standard text message or data rates may also apply. This is a third party fee, not assessed by Bank.
Account-to-Account Transfer Fee - website	No Fee
Account-to-Account Transfer Fee - CS agent	\$4.95 each transfer conducted through a Customer Service (CS) agent

<b>Check Your Balance:</b>	<b>Pay-As-You-Go Plan</b>	<b>FeeAdvantage Plan</b>	<b>Netspend Premier FeeAdvantage Plan</b>
Balance Inquiry Fee – Online Account Center	No Fee		
Balance Inquiry Fee – Email or Text Message	No Fee; standard text message or data rates may apply		
Balance Inquiry Fee – Telephone Automated Service	\$0.50 each		No Fee
Balance Inquiry Fee – CS agent	\$0.50 each inquiry conducted through a Customer Service (CS) agent		
Balance Inquiry Fee – ATM Domestic	\$0.50 each, plus third party ATM operator fees, if any.		
Balance Inquiry Fee – ATM International	\$0.50 each, plus third party ATM operator fees, if any.		

<b>Manage Your Account:</b>	<b>Pay-As-You-Go Plan</b>	<b>FeeAdvantage Plan</b>	<b>Netspend Premier FeeAdvantage Plan</b>
Check Request Fee	\$5.95 each (purpose of check is to return funds to you)		
Additional Statement Mailing Fee	\$5.95 each		
Additional Card Fee	\$9.95 each Secondary Card requested		
Replacement Card Fee	\$9.95 each lost, stolen, or damaged card replacement requested		
Card Delivery Fee – 7-10 Business Days	No Fee		
Card Delivery Fee – 3 Business Days	\$20.00, assessed when processed (Charged in addition to the Additional Card Fee or Replacement Card Fee)		
Card Delivery Fee – 1-2 Business Days	\$25.00, assessed when processed (Charged in addition to the Additional Card Fee or Replacement Card Fee)		
Account Maintenance Fee (also referred to as the Account Inactivity Fee)	\$5.95 per month (Fee applies if Card Account has not had any activity, that is, no purchases; no cash withdrawals; no load transactions; or no balance inquiry fee for 90 days.) If enrolled in any FeeAdvantage Plan and your Card Account has had no activity as described above, this fee applies instead of the Plan Fee.		
Overdraft Protection Service Fee (This optional service has Cardholder activation and eligibility requirements.)	\$15.00 per Overdraft occurrence (maximum of 3 fees per calendar month).		

<b>Make Payments:</b>	<b>Pay-As-You-Go Plan</b>	<b>FeeAdvantage Plan</b>	<b>Netspend Premier FeeAdvantage Plan</b>
-----------------------	---------------------------	--------------------------	---

Bill Payment Fee	You can see a full range of options, including ACH Debit/ Preauthorized Payment Transactions, in your online Account Center. Depending on the bill payment service you select, a fee may be assessed to your Card Account and will be disclosed to you prior to use of the service. Certain fees are determined and assessed by third-party service providers.		
ACH Debit/ Preauthorized Payment Transaction Decline Fee	\$1.00 for each such declined transaction.		
Stop Payment Fee for ACH Debit/ Preauthorized Payment Transactions	\$10.00 each		
<b>Optional Features:</b>	<b>Pay-As-You-Go Plan</b>	<b>FeeAdvantage Plan</b>	<b>Netspend Premier FeeAdvantage Plan</b>
Custom Card Fee	\$4.95 per custom card, if available.		

## **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 Netspend's Anytime Alerts™ short message service ("Anytime Alerts") (typically referred to as an "SMS" message; standard 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@netspend.com or by telephone at **1-86-NETSPEND/1-866-387-7363**. 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.

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/SECONDARY CARDHOLDERS**

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, Virtual Account, 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.

The Primary Cardholder may add a Secondary Cardholder to the Card Account. The maximum number of Secondary Cardholders permitted is two (2). There is an Additional Card Fee for an additional Card for a Secondary Cardholder. See the Fee Schedule for more information about the fee. Any transactions initiated by the Secondary Cardholder are subject to the limits described in this Agreement and to the fees on the fee plan selected by the Primary Cardholder. The Secondary Cardholder may not request a Virtual Account or initiate transfers to another Cardholder or Card Account. The Primary Cardholder is liable for any and all use of any additional Card(s) you authorize.

You must not send your Card, Virtual Account, 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, Virtual Account, Card Number or PIN, including any Secondary Cardholders 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 Visa, Plus®, 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, including a Secondary Cardholder, 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 (Identification 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 Visa, Plus, 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 and Virtual Account/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. For information about the fee, see the section labeled *"Fee Schedule."*

### **LOADING YOUR CARD ACCOUNT**

Upon successful identification verification, you may add funds to your Card Account, called **"value loading,"** at any time, subject to the limitations described below. Your initial value load must be at least \$10.00. The minimum dollar value of any subsequent value loads will be subject to the terms established by the individual reload location (see (a) in the following paragraph). There is no limit on the number of times you may value load your Card Account in a day, but the maximum cumulative amount of value loads is currently \$7,500.00 over any 24-hour period. **When calculating this maximum amount, Netspend will take into consideration all similar transactions made with any other card account(s) you may have that are serviced by Netspend, whether you are a Primary Cardholder or a Secondary Cardholder, and regardless of the issuing bank.**

You may value load your Card Account: (a) using in-store cash value load transactions conducted through any member of the Netspend Reload Network (see below in this section for more information about the network); (b) by arranging to have all or a portion of your paycheck, government benefits payment, tax refund, or other electronic funds transfer direct deposited to your Card Account using the Automated Clearing House (**"ACH"**) system (**"ACH Deposit"**). In order to receive ACH Deposit value loads you must provide each of your payment providers with the Issuer's routing number and your assigned Account Number (see below for details about routing information); (c) by arranging for the transfer of funds originating from: (i) a financial institution located in the United States; (ii) another Cardholder; and/or (iii) another Card Account; and (d) via a mobile check load network made available through an eligible third-party service provider. There may be fees associated with these methods of value loading. For information about the fees, see the section labeled *"Fee Schedule."*

**IMPORTANT:** We may reject or suspend any ACH Deposit that is submitted with a name that does not match the name that we have on file for you. If you wish to receive ACH Deposits to your Card Account from, for instance, the employer of another member of your household, or U.S. Department of Treasury payments (including joint tax refunds), you must add that household member to your Card Account as a Secondary Cardholder (see the section labeled *"Authorized Card Users/Secondary Cardholders"*, and they must have an active Card in their name. There is an Additional Card Fee for a Card for a Secondary Cardholder. For information about the fee, see the section labeled *"Fee Schedule."*

We will not accept any checks, money orders, or cash mailed to us for deposit, or any inbound wire transfers to your Account. We are not liable for any checks, money orders, or cash mailed to us. All checks, money orders, or cash sent to the Issuer for Card Account value loading will be returned unless your Card Account has a negative balance at the time such check or money order is received, in which case the Issuer may in its discretion choose to apply the check or money order proceeds to the negative balance owed.

A Netspend Reload Network Location Finder service is available by visiting [www.loadnetspend.com](http://www.loadnetspend.com); by enrolling in and using Anytime Alerts (*standard text message and data rates may apply*); or by calling **1-86-NETSPEND/1-866-387-7363**. There may be a fee associated with calling Customer Service. For information about the fee, see the section labeled *"Fee Schedule."* The minimum dollar value of any value loads through a Netspend Reload Network will be subject to the terms established by the individual reload location.

### **USING YOUR CARD AND VIRTUAL ACCOUNT/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"*); (2) load funds to your Card Account (see the section labeled *"Loading Your Card Account"*); (3) transfer funds between your Card Accounts whenever you request; (4) transfer funds from your Card Account to another Netspend cardholder account; (5) purchase or lease goods or services wherever Visa debit cards are accepted; and (6) pay bills directly from your Card Account in the amounts and on the days you request. Some of these services may not be available at all terminals. You may also use your Virtual Account to purchase or lease goods or services or make payments by telephone or online, without presenting your Card (see the section labeled *"Virtual Account"*). There may be fees associated with some of these transactions. For information about the fees, see the section labeled *"Fee Schedule."*

**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 or Virtual Account. (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 or Virtual Account may not exceed \$5,000.00. (3) Any transfers made through the use of third-party services (including, but not limited to, bill payment, funds transfer, and mobile check load service providers) and transfers between your Card and a third party will be subject to the frequency and dollar value

limits established in the terms and conditions of the service you select. (4) The maximum cumulative amount of value loads made at POS location(s) may not exceed \$7,500.00 in a day and may not exceed \$15,000.00 in a thirty (30) day period. (5) The maximum value of your Card Account is restricted to \$15,000.00 at any point in time. **However, we will review any ACH Deposits to your Card Account that may result in the value of your Card Account exceeding \$15,000.00. If we determine the ACH transaction is valid, we may permit the maximum value of your Card Account to exceed \$15,000.00.** 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, whether you are a Primary Cardholder or a Secondary Cardholder, and regardless of the issuing bank.

Each time you use your Card or Virtual Account, 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 – unless we decide, in our sole discretion, to approve such transaction(s) because you have (a) qualified for Purchase Cushion coverage or (b) opted to participate in and have qualified for the Overdraft Protection Service. If you do not qualify for either the Purchase Cushion or the Overdraft Protection Service (each defined in more detail below), and any transaction(s) exceeds the balance of the funds available in your Card Account, you shall remain fully liable to us for the amount of the transaction(s) and any applicable transaction fee(s). You agree to pay us promptly for the negative balance. If you have not added sufficient funds to your Card Account to cover the negative balance within sixty (60) days of its creation, **we have the right to cancel your Card Account.**

**Additionally, we have the right to pursue collection, including the right to collect funds, equal to or less than the negative balance, from any other Card Account(s) you may have with us.** In all instances described above, loads to your Card Account may be made via direct deposit or any of the other load methods described in this Agreement.

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.

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 (see the section labeled “Virtual Account” for additional information about how to obtain and use a Virtual Account).

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 or Virtual Account 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 or Virtual Account, except as otherwise permitted in this Agreement. 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).

### **Non-Visa Debit Transactions**

New procedures are in effect that may impact you when you use your Card at certain merchant locations. In the past, transactions have been processed as Visa debit transactions unless you entered a PIN. Now, if you do not enter a PIN, transactions may be processed as either a Visa debit transaction or as a PULSE transaction.

Merchants are responsible for and must provide you with a clear way of choosing to make a Visa debit transaction if they support the option. Please be advised that should you choose to use the PULSE network when making a transaction without a PIN, different terms may apply. Certain protections and rights applicable ONLY to Visa debit transactions as described in this Agreement will NOT apply to transactions processed on the PULSE network. Please



refer to the paragraph labeled "Your Liability for Unauthorized Transfers" for a description of these rights and protections applicable to Visa debit and non-Visa debit transactions. To initiate a Visa debit transaction at the POS, swipe your Card through a POS terminal, sign the receipt, or provide your Card number for a mail order, telephone, or Internet purchase. To initiate a non-Visa debit transaction at the POS, enter your PIN at the POS terminal or provide your Card number after clearly indicating a preference to route your transaction as a non-Visa debit transaction for certain bill payment, mail order, telephone, or Internet purchases.

### **VIRTUAL ACCOUNT**

To purchase or lease goods or services or make payments by telephone or online, without needing to provide your actual Card Number, the Primary Cardholder may request up to six (6) active Virtual Accounts. Each Virtual Account consists of a 16-digit account number, a 3-digit security code, and an expiration date.

Each Virtual Account expires one year from the last day of the calendar month during which the Virtual Account was created. For example, if a Virtual Account is created on February 24, 2018, its expiration date is February 28, 2019.

When you use your Virtual Account without presenting your Card, the legal effect will be the same as if you used the Card itself. You must first register your Card with us before you can request a Virtual Account (see the section labeled "Opening a Card Account (Identification Verification/Registration/Activation)").

### **PURCHASE CUSHION AND OPTIONAL OVERDRAFT PROTECTION**

The features of the Purchase Cushion and the optional Overdraft Protection Service are described below.

**IMPORTANT - The Purchase Cushion and the Overdraft Protection Service are SEPARATE features. A Cardholder may NOT receive the benefits of the Purchase Cushion and the Overdraft Protection Service at the same time.**

*(A) How the Purchase Cushion Works:*

The Purchase Cushion is a special feature available exclusively to Cardholders who have received qualifying direct deposits of paychecks and/or government benefits payments totaling at least \$500.00 within one (1) calendar month. As described above in the section labeled "Using Your Card and Virtual Account/Limitations," you generally do not have the right to make transactions or incur fees in amounts exceeding the available balance of your Card Account. We reserve the right to deny any transaction if available funds in your Card Account are insufficient to cover any transaction, fees, or other charges.

However, as a non-contractual courtesy, and in our sole discretion, upon qualifying for the Purchase Cushion, we may from time-to-time approve purchase transactions that you request that create up to a \$10.00 negative balance in your Card Account. We refer to this feature as the Purchase Cushion. You will not be assessed any fees for Purchase Cushion coverage.

If you meet our eligibility requirements, we may authorize negative balances resulting from PIN-based and signature-based transactions initiated using your Card or Virtual Account. Bill pay transactions initiated through our third-party bill pay service providers are not eligible for Purchase Cushion coverage, nor are ATM transactions or ACH debit transactions initiated using the Issuer's routing number and your assigned Card Account number. You may receive only one (1) \$10.00 negative balance allowance at a time. Negative balances are approved at our discretion on a per transaction basis. It is important to keep track of the value in your Card Account because it will be your responsibility to determine if you have incurred a negative balance.

If you make a transaction that creates a negative balance in your Card Account, you agree that within thirty (30) days of its creation you will add sufficient funds to your Card Account to cover the negative balance so that your Card Account has a zero or positive balance, or that you will otherwise immediately pay such an amount to us in full upon demand. If after thirty (30) days you have not added sufficient funds to cover your negative balance, your Card Account will remain open to receive credits and loads, which will automatically be applied to your negative balance before they are available to you; however, you will not be able to make any transactions using your Card or Virtual Account until your Card Account has a positive balance, *i.e.*, sufficient funds to cover the negative balance. Further, **we have the right to pursue collection, including the right to collect funds, equal to or less than the negative balance, from any other Card Account(s) you may have with us.** In all instances described above, loads to your Card Account may be made via direct deposit or any of the other load methods described in this Agreement.

Should you voluntarily discontinue use of your Card, you shall remain responsible for the negative balance in your Card Account and agree that any credits or loads made to your Card will be used to offset the value of the negative balance, if any.

You acknowledge that a negative balance in your Card Account does not constitute a contractual open end line of credit. If we permit a negative balance on one or more occasions, we do not thereby obligate ourselves to permit a negative balance on any future occasion, and we may refuse to pay a negative balance for you at any time, even though we may have previously paid negative balances up to the \$10.00 limit for you. We have no obligation to notify you before we approve or decline a transaction that would result in a negative balance in your Card Account. Items will be approved or declined in the order they are received.

*(B) How the Optional Overdraft Protection Service (the "Service") Works:*

You generally do not have the right to make transactions or incur fees in amounts exceeding the balance of your Card Account; however, as a non-contractual courtesy, the Service is available on your Card Account if you elect to participate (*i.e.*, opt-in) and you have met each of the activation and eligibility requirements described below. If you opt in, the Primary Cardholder or any Secondary Cardholder may make transactions that exceed the balance of your Card Account and may incur fees on the Card Account, subject to the limitations herein. In the event you qualify, and opt-in to the Service, we reserve the right to pay overdrafts at our discretion, which means we do not guarantee that we will always authorize and pay any type of transaction. If we do not authorize the transaction, it will be declined. We may deactivate your use of the Service at any time, including if you incur too many overdrafts.

If you choose to participate in the Service, it is that program only that will provide coverage, at our discretion, for any negative balances. If you opt-out of the Service or your participation in the Service ends or is suspended for any reason, and you have continuously used and maintained your Card Account in accordance with the terms of this Agreement, the Purchase Cushion feature may be made available to you at our discretion.

**This Service is Not Available for Certain California Unemployment Compensation Benefit, Public Assistance or State-Administered Child Support Payment Recipients.**

The State of California prohibits the repayment of an overdraft on a prepaid Card Account from a California unemployment compensation benefit, public assistance payment, or child support payment disbursement. If you are receiving a California unemployment compensation benefit, public assistance payment, or a child support payment disbursement, you will not be eligible to opt-in. If you are opted-in to the Service and you receive a direct deposit of a California unemployment compensation benefit, public assistance payment, or child support payment disbursement, the Service will be deactivated.

*a. Activation and Eligibility*

To activate the Service on your Card Account you must take each of the following steps: (1) consent to the delivery of electronic communications and provide a valid email address so that we can contact you if you overdraw your Card Account (see the section labeled "**DELIVERY OF ELECTRONIC COMMUNICATIONS**" for more information); (2) review and accept the terms pertaining to the Service; (3) enroll in the Service (*i.e.*, opt-in); (4) have a positive Card balance at the time of activation; and (5) receive ACH Deposits totaling at least \$400.00 to your Card Account within thirty-five (35) days of enrollment. The Service will be activated on your Card Account twenty-four (24) hours after you satisfy each of the steps described in this paragraph. ACH Deposits received prior to enrollment in the Service will be considered for the purpose of determining your eligibility for activation of the coverage. After activation of the Service, you must continue to receive ACH Deposits totaling at least \$200.00 every thirty (30) days. If you fail to receive ACH Deposits totaling at least \$200.00 every thirty (30) days after activation, or your Card Account has a negative balance for more than thirty (30) days, or if you overuse the Service, the Service will be immediately deactivated. Your Card Account will remain open to receive credits and loads that will automatically be applied to your negative balance before they are available to you. If the Service is deactivated, you must retake each of the steps described in this paragraph in order to reactivate coverage.

If your Card Account has a negative balance for more than thirty (30) days on three (3) separate occasions or on any one (1) occasion for more than sixty (60) days, the Service will be permanently deactivated. Further, we have the right to pursue collection of any amounts owed at our sole and absolute discretion.

We will send you email notifications whenever (a) a transaction results in a negative balance in your Card Account; (b) an Overdraft Protection Service Fee is assessed (if applicable) (see subsection b. "Terms of Use", below, for details about the fee), and (c) the Service is activated or deactivated for your Card Account. If you delete your email address from our Cardholder records or withdraw your consent to receive electronic communications from us, the Service will be immediately deactivated. 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 address available to any other individual, you agree that you are responsible for any release of any Card Account information to such individual. It is your sole responsibility to ensure that the email address you provide to us is current and accurate. We are not responsible for loss of messages and other consequences if you do not provide an accurate and current email address.

*b. Terms of Use*

Your participation in the Service is subject to the terms of this Agreement and you may incur fees. The fees for the Service are described here, and in the section labeled "*Fee Schedule.*" The Overdraft Protection Service Fee (if applicable) is applied to certain transactions described below that result in a negative balance ("**Overdraft(s)**"), is pending based on your available balance at the time of the transaction, and is in addition to any other fees ordinarily applicable to a transaction. **The Overdraft Protection Service Fee is \$15.00 for each transaction that overdraws your Card Account by more than \$10.00, up to a maximum of three (3) Overdraft Protection Service Fees per calendar month.** Multiple Overdraft Protection Service Fees may be charged if multiple overdraft transactions are approved on

the same day. Transactions are not always processed in the order in which you make them. The order in which the transactions are received and processed can affect the balance of funds available on your Card Account and the total amount of Overdraft Protection Service Fees assessed to your account. Transactions are processed in the order we receive them for settlement, except that multiple ACH debit transactions received on the same day are processed in order from smallest to largest.

If you are enrolled in the Service and meet our eligibility requirements, we may authorize and pay Overdrafts resulting from PIN- and signature-based purchase transactions initiated using your Card or Virtual Account, ATM withdrawals and ACH debit transactions that you initiate or authorize someone else to initiate. Bill pay transactions initiated through our third-party bill pay service providers are not eligible for coverage. It is important to keep track of the value in your Card Account because it will be your responsibility to determine if you have overdrawn your Card Account balance, the day and time the Overdraft occurred, and the amount of any Overdraft that is approved.

**Once your Card Account has an overdrawn balance greater than \$10.00, you will have twenty-four (24) hours to reload your Card Account with funds sufficient to bring your Card Account to a zero or positive balance without incurring any Overdraft Protection Service Fee(s) ("Grace Period").** If you fail to bring your Card Account back to a zero or positive balance within 24 hours from the time of the first transaction causing an overdrawn balance greater than \$10.00, you will incur an Overdraft Protection Service Fee for each transaction approved after your Card Account balance was greater than \$10.00 overdrawn, subject to the limitations described here.

You will receive an email (and an SMS text message if you are enrolled in Anytime Alerts; standard text message and data rates may apply) notifying you when an Overdraft occurs. We will tell you where and when the transaction occurred and its amount. If the Overdraft was the first transaction to cause an overdrawn balance greater than \$10.00, we will also tell you when the Grace Period ends for the purpose of avoiding payment of the Overdraft Protection Service Fee(s).

You agree that within thirty (30) days of any Overdraft occurrence on your Card Account you will add funds sufficient to bring your Card Account to a zero or positive balance, or that you will immediately pay such amount(s) to us in full upon demand. The Service is offered in our sole and absolute discretion as a non-contractual courtesy to you, and as such, we may elect to deactivate the Service for your Card Account at any time, refuse to authorize any transaction that exceeds your Card Account balance, modify eligibility or activation requirements, modify or change the Service Fee, limits, or any other aspect of the Service, and/or terminate the Service in its entirety at any time.

Once you have opted-in to the Service, you may opt-out at any time online or by calling **1-86-NETSPEND/1-866-387-7363** during normal Customer Service hours. To see the hours of operation, refer to the section labeled "Customer Service." Should you choose to opt-out of the Service, or if we deactivate the Service, you remain responsible for any negative balance(s) in your Card Account and agree that any credits or loads made to your Card Account will be used to offset the value of the negative balance(s), if any.

You acknowledge that your participation in the Service and the settlement by us of any transactions exceeding your available Card Account balance does not constitute a contractual open-end line of credit. Our authorization or settlement of any transaction on one or more occasions does not obligate us to authorize or settle future transactions. We may refuse the authorization or settlement of any transaction for you at any time. We have no obligation to notify you before we approve or decline a transaction that would result in an Overdraft in your Card Account.

#### **PREAUTHORIZED DEBITS AND CREDITS**

Your assigned Account Number and the Issuer's bank routing number can be used for arranging both direct deposits and recurring payments to merchants, Internet service or other utility providers ("**Merchants**"). You may also arrange for recurring payments to Merchants using your Card Number or the bill pay services made available through our third party bill payment service providers.

If you have arranged to have ACH Deposits made to your Card Account at least once every sixty (60) days from the same person or company, you can call us at **1-86-NETSPEND/1-866-387-7363** to find out whether or not the deposit has been made. There may be a fee associated with calling Customer Service. For information about the fee, see the section labeled "Fee Schedule."

#### **Right to Stop Payment and Procedure for Doing So:**

To stop a recurring payment to a Merchant you have preauthorized to debit your Card Account, you must first contact the Merchant to request the recurring payment be cancelled. If you have arranged for recurring payments to a Merchant using the bill pay services available through our third-party service providers, you should first contact the applicable third-party service provider to cancel the recurring payment.

If the Merchant or bill payment service provider with whom you have arranged recurring payments from your **Account Number** is unable or unwilling to stop your payment, you can call us at **1-86-NETSPEND/1-866-387-7363** or write us at: Netspend, P.O. Box 2136, Austin, TX 78768-2136 to request a stop on such payment. We must receive your request at least three (3) business days before the payment is scheduled to be made. Such a stop payment

request will cancel one (1) recurring payment. If you want to permanently stop all recurring payments to a specific Merchant then we require you to put your request in writing and get it to us within fourteen (14) days after you tell us you want to stop such payments.

If the Merchant or bill payment service provider with whom you have arranged recurring payments from your **Card Number** is unable or unwilling to stop your payment, you can call us at 1-86-NETSPEND/1-866-387-7363 or login to your Online Account Center at [www.netspend.com](http://www.netspend.com) to request your Card to be cancelled, and to request a replacement Card.

There is a fee associated with each stop payment or replacement Card you request. For information about the fees, see the section labeled "*Fee Schedule*."

#### **Notice of Varying Amounts:**

If the recurring payments you make might vary in amount, the person you are going to pay will tell you the payment date and the amount of the payment ten (10) days before each payment is scheduled to take place. *(You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.)*

#### **Liability for Failure to Stop Payment of Preauthorized Transfer:**

If you order us to stop a preauthorized payment three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

#### **FRAUDULENT OR CRIMINAL CARD ACCOUNT OR VIRTUAL ACCOUNT ACTIVITY**

We reserve the right to block, suspend, or cancel your Card Account or Virtual 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 or Virtual 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 and/or Virtual 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 or Virtual Account, 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 Virtual Account, 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 **1-86-NETSPEND/1-866-387-7363** 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. For information about the fee, see the section labeled "*Fee Schedule*."

#### **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 Visa U.S.A. Inc. ("**Visa**") 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 Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which may vary from the rate Visa 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 or Virtual Account. 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 determine your available balance by accessing your Card Account online at [www.netspend.com](http://www.netspend.com); by enrolling in Anytime Alerts (standard text message and data rates may apply); or by calling **1-86-NETSPEND/1-866-387-7363** (there will be a fee for this call, see below). A sixty (60) day history of account transactions is available for no fee

at [www.netspend.com](http://www.netspend.com). Statements in electronic format will also be made available for no fee at [www.netspend.com](http://www.netspend.com) for each month in which a transaction occurs. You will not automatically receive paper statements. You have the right to obtain a sixty (60) day written history of account transactions by calling **1-86-NETSPEND/1-866-387-7363**, or by writing to us at Netspend, P.O. Box 2136, Austin, TX 78768-2136. **There is a fee for obtaining a written history.** For information about each of the fees described in this section, see the section labeled "Fee Schedule."

### **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 or Virtual Account 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 or Virtual Account;
- 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, Virtual Account 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

**1-86-NETSPEND/1-866-387-7363**, write to us at Netspend, P.O. Box 2136, Austin, TX 78768-2136, or email us at [customerservice@netspend.com](mailto:customerservice@netspend.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 **1-86-NETSPEND/1-866-387-7363** 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 **1-86-NETSPEND/1-866-387-7363** or visit [netspend.com](http://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, Virtual Account, 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 **1-86-NETSPEND/1-866-387-7363** 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, Virtual Account or PIN, you can lose no more than \$50.00 if someone used your Card, Virtual Account 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, Virtual Account or PIN and we can prove that we could have stopped someone from using your Card, Virtual Account 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 Visa's Zero Liability Policy, your liability for unauthorized Visa debit transactions on your Card Account is \$0.00 if you are not fraudulent or negligent in the handling of your Card. This reduced liability does not apply to unregistered Cards or PIN transactions not processed by Visa. You must notify us immediately of any unauthorized use.

#### **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 or Virtual Account 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, your Card Account and your Virtual Account. We also may cancel or suspend the use of one or more of your Cards, your Card Account and your Virtual 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 section labeled "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.netspend.com](http://www.netspend.com).**

**IF YOU WISH TO PARTICIPATE IN THE OPTIONAL OVERDRAFT PROTECTION SERVICE YOU MUST CONSENT TO RECEIVE COMMUNICATIONS FROM US IN ELECTRONIC FORM THROUGHOUT THE ENTIRE DURATION OF YOUR PARTICIPATION IN THE OVERDRAFT PROTECTION SERVICE. IF YOU WITHDRAW YOUR CONSENT TO RECEIVE COMMUNICATIONS IN ELECTRONIC FORM, YOUR PARTICIPATION IN THE OVERDRAFT PROTECTION SERVICE WILL BE IMMEDIATELY DEACTIVATED, BUT YOU WILL REMAIN LIABLE TO US FOR ANY NEGATIVE BALANCE, INCLUDING FEES, INCURRED.**

#### **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

**1-86-NETSPEND/1-866-387-7363**

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.

Card Account balance inquiries made by telephone are subject to a fee. For information about the fee, see the section labeled "Fee Schedule."

#### **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 or Virtual Account.

#### **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.

<b>Background and Scope.</b>		
<b>Question</b>	<b>Short Answer</b>	<b>Further Detail</b>
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. <b>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.</b>
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: <ul style="list-style-type: none"> <li>• The American Arbitration Association ("AAA"), 1633 Broadway, 10th Floor, New York, NY 10019, www.adr.org.</li> <li>• JAMS, 620 Eighth Avenue, 34th Floor, New York, NY 10018, www.jamsadr.com</li> <li>• Any other company picked by agreement of the parties.</li> </ul> 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: <ol style="list-style-type: none"> <li>1. Have juries decide Disputes.</li> <li>2. Have courts, other than small-claims courts, decide Disputes.</li> <li>3. Serve as a private attorney general or in a representative capacity.</li> <li>4. Join a Dispute you have with a dispute by other consumers.</li> <li>5. Bring or be a class member in a class action or class arbitration.</li> </ol> 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	<b>The Arbitrator is not allowed to handle any Dispute on a class or representative basis.</b> All Disputes subject to this Arbitration Clause must be decided in an <b>individual</b> arbitration or an <b>individual</b> 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.
<b>Process.</b>		
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.
<b>Arbitration Fees and Awards.</b>		
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 August 24, 2017.**

This Card is issued by MetaBank, Member FDIC, pursuant to a license from Visa U.S.A. Inc. 5501 S. Broadband Lane  
Sioux Falls, SD 57108

**1-866-387-7363**

**www.netspend.com**

Certain products and services may be licensed under U.S. Patent Nos. 6,000,608 and 6,189,787.

©2004-2017 MetaBank

030201\_1-3