

CARDHOLDER AGREEMENT

IMPORTANT- PLEASE READ CAREFULLY AND KEEP FOR FUTURE REFERENCE. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, YOU MAY NOT USE THE CARD.

THIS AGREEMENT CONTAINS AN ARBITRATION PROVISION REQUIRING ALL CLAIMS TO BE RESOLVED BY WAY OF BINDING ARBITRATION. SEE FEE SCHEDULE 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 SECTION 4, “ACTIVATION/REGISTRATION.”

FOR QUESTIONS OR ASSISTANCE, PLEASE CALL THE CUSTOMER SERVICE TELEPHONE NUMBER (1-877-973-1223) PRINTED ON THE BACK OF YOUR NETSPEND® SMALL BUSINESS PREPAID MASTERCARD®.

TABLE OF CONTENTS

INTRODUCTION
BUSINESS PURPOSES
OPENING A CARD ACCOUNT (IDENTITY VERIFICATION)
ACTIVATION/REGISTRATION
FEE SCHEDULE
AUTHORIZED USERS
AUTHORIZED REPRESENTATIVES
SUBACCOUNTS
VIRTUAL ACCOUNT
PERSONAL IDENTIFICATION NUMBER
CASH ACCESS
LOADING THE MASTER ACCOUNT
USING YOUR CARD AND VIRTUAL ACCOUNT/LIMITATIONS
PREAUTHORIZED DEBITS AND CREDITS
FRAUDULENT OR CRIMINAL CARD ACCOUNT OR VIRTUAL ACCOUNT ACTIVITY
RETURNS AND REFUNDS
CARD REPLACEMENT
FOREIGN TRANSACTIONS
BUSINESS DAYS
ADDRESS OR NAME CHANGES
RECEIPTS
CARD ACCOUNT BALANCE/ PERIODIC STATEMENTS
CONFIDENTIALITY
OUR LIABILITY FOR FAILURE TO COMPLETE TRANSACTIONS
LOST OR STOLEN CARDS/ UNAUTHORIZED TRANSACTIONS
MISCELLANEOUS
AMENDMENT AND CANCELLATION
ELECTRONIC COMMUNICATIONS

**CUSTOMER SERVICE
TELEPHONE MONITORING/ RECORDING
DISCLAIMER OF WARRANTIES
LIMITATION OF LIABILITY
WEBSITE OPERATION AND OUR AVAILABILITY
ARBITRATION**

Terms and Conditions for the NetSpend Small Business Prepaid MasterCard Program (the “Program”).

1. INTRODUCTION

This document constitutes the agreement (“**Agreement**”) outlining the terms and conditions under which the NetSpend Small Business Prepaid MasterCard and the NetSpend Small Business MasterCard Virtual Account have been issued by Pathward®, National Association. “**Card**” means the NetSpend Small Business Prepaid MasterCard issued to you by Pathward, N.A. and includes Cards held by Master Cardholder and Authorized Representatives. “**Card Number**” is the 16-digit number embossed on your Card. 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.

1.1 Definitions

1.1(a) Parties

- i. “**Customer**” means the United States-based business entity (such as, for example, a sole proprietorship, partnership, limited liability company or corporation) that is identified on the application for the NetSpend Small Business Prepaid MasterCard and is the owner of the Card Account, including the Master Account and all Subaccount(s) and all associated funds.
- ii. “**Master Cardholder**” means the individual who submits an initial request for the Card on behalf of the Customer and is authorized to use the Card as provided for in this Agreement.
- iii. “**Authorized Representative**” means the person or persons designated by the Master Cardholder to have authority over the Master Account.
- iv. “**You,**” “**Your,**” and “**Cardholder**” refer to both the Master Cardholder and the Authorized Representative.
- v. “**Subaccount Cardholder**” refers to the person or persons who have received a Card at the request of the Master Cardholder for use as described in section 8, “Subaccounts.”
- vi. “**Issuer,**” “**Bank,**” “**we,**” “**us,**” and “**our**” mean Pathward, N.A., Member FDIC, and our successors, affiliates, or assignees.
- vii. “**NetSpend**” refers to NetSpend Corporation, the servicer for the NetSpend Small Business Prepaid MasterCard Program and NetSpend Small Business MasterCard 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.

1.1(b) Account Structure

- i. **"Card Account"** means the records we maintain in connection with the Master Account or any Subaccount.
- ii. **"Account Number"** means the 14-digit number used to identify the Master Account.
- iii. **"Master Account"** refers to the master NetSpend Small Business Prepaid MasterCard account that is comprised of (1) any funds loaded to the Master Account, (2) the features and functionality made available by the Issuer in connection with the Master Account which may be subject to separate terms and conditions governing the feature or functionality, and (3) any Virtual Account(s) created to access the Master Account without needing to present the Card.
- iv. **"Subaccount"** refers to the account available to a Subaccount Cardholder that is associated with the Master Account and contains funds and features that may be accessed through the use of the Card to the extent authorized by the Master Cardholder or Authorized Representative and in accordance with the terms applicable to the Subaccount.
- v. **"Virtual Account"** (as further described in section 9, **"Virtual Account"**) means a temporary access device issued to you by Pathward, N.A. that you may elect to obtain to access the Master Account for telephone or online transactions, without needing to present your Card. , and is the "

1.2. Standard Information and Representations

By activating the Card, or by retaining, using or authorizing the use of the Card, Card Account, or Virtual Account, you represent and warrant to us that:

- (a) you are at least eighteen (18) years of age (or nineteen (19), if you reside in a jurisdiction where the age of majority is nineteen (19));
- (b) you are a United States citizen or legal alien residing in the United States, or the District of Columbia;
- (c) the personal and business information that you provide to us in connection with the Card Account is true, correct, and complete in all respects;
- (d) you have received a copy of this Agreement and agree to be bound by and comply with its terms;
- (e) you accept the Card; and
- (f) you are able to bind the Customer to this Agreement.

You and any Authorized Representative(s) agree to sign the back of your Card(s) immediately upon receipt.

You acknowledge and agree that the value available in the Card Account is limited to the funds loaded into the Master Account and any associated Subaccount(s).

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 in section 9, “*Virtual Account*.” The Card is a prepaid card, and is not a credit card or charge card. The Card is not a gift card, nor is it intended to be used for gifting purposes. The Card may not be re-sold. The funds in the Card Account will be FDIC insured to the Master Cardholder (for sole proprietorships) or to the Customer (for all other business types) upon receipt by the Issuer, provided your Card is registered with us (for more information, see section 4, “*Activation/Registration*”). You will not receive any interest on your funds in the 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. We may refuse to process any transaction that we believe may violate the terms of this Agreement or applicable law.

The 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 section 8, “*Subaccounts*” and section 9, “*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.

2. BUSINESS PURPOSES

The Card will be issued in the name of an authorized individual Cardholder, and may identify the Customer’s trade or “Doing Business As” (“DBA”) name, if applicable, depending on the Account Level of the Card Account; see subsection 3.3 “*Account Levels*” for details. The Card may be used only for business-related transactions in connection with the Customer’s business operations, and you agree to issue appropriate instructions and guidelines in this regard to any person who is authorized to use the Card. **You acknowledge and understand that because the Card may be used for business-related transactions only, the Card may not be used for personal, family, or household purposes.** The Card will not be treated as a consumer Card under state or federal law, and neither you nor any Subaccount Cardholder will have the benefit of any consumer law limiting any party’s respective liability with respect to unauthorized use of the Card.

3. OPENING A CARD ACCOUNT (IDENTITY VERIFICATION)

3.1 Personal Identification

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 all financial institutions and their third parties 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 other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents. The same identification verification requirements apply to each Authorized Representative and Subaccount Cardholder, if any are designated by you.

3.2 Business Identification

3.2(a) For Sole Proprietorships: Upon successful activation, Master Cardholders that identified the Customer as a sole proprietorship when activating the Card will start with a Level 1 Account. Customers with a Level 1 Account who wish to obtain the additional benefits of a Level 2 Account may choose to have the Master Cardholder submit additional information about the business. Level 1 Accounts that do not pass the optional verification process after submitting the requested information may be allowed to submit documentation in support of the verification request, or may choose to stop the verification process and remain open as a Level 1 Account. See subsection 3.3, *"Account Levels"* for the differences between the two account levels and the additional business information required to change from a Level 1 Account and a Level 2 Account.

3.2(b) For All Other Business Types: Upon successful activation, Master Cardholders that identified the Customer as any business type other than a sole proprietorship when activating the Card will be required to submit additional information about the Customer. This information must be verified by us within thirty (30) days of activating the first Card in order for the Card Account to remain open. See paragraph 3.3(b), *"Level 2 Account"* for the additional business information required for a Level 2 Account. During this thirty (30) day period, Card Account functionality may be limited. If we are unable to verify the business information submitted, we will close the Card Account and return any remaining funds to you; see section 27, *"Amendment and Cancellation"* for more information about Card Account Closure.

3.3 Account Levels

3.3(a) Level 1 Account: We will collect the personal information for the Master Cardholder as described in subsection 3.1, *"Personal Identification."* We will also collect basic information about the Customer; including, but not limited to, business name, business type, business category, and business function.

For Level 1 Accounts, we will not print the Customer's DBA name on the Card. The Card Account will be allowed a maximum of two (2) Subaccounts to be issued in connection with the Master Account; for more information about Subaccounts, see section 8, *"Subaccounts."*

3.3(b) Level 2 Account: In addition to the personal information required for a Level 1 Account, we will also require additional information about the Customer to be

submitted to and verified by us including, but not limited to, business address, business phone number, business website address, and Employer ID Number (EIN).

For Level 2 Accounts, we may print the Customer's DBA name on the Card in addition to the name of the Cardholder or Subaccount Cardholder. To replace any personalized cards (Master Account or Subaccount) received *prior* to completing the Level 2 verification process with a Card that includes the DBA name, the Master Cardholder will need to log in to the online Account Center to request a replacement Card for each Card; please see the Replacement Card Fee in section 5, "*Fee Schedule*" for the fee applicable to these Card orders. Any Card orders placed after completing the Level 2 verification process (including adding an Authorized Representative or creating a new Subaccount) will automatically include the Customer's DBA name on the Card.

Level 2 Accounts will be allowed a maximum of ten (10) Subaccounts to be issued in connection with the Master Account; for more information about Subaccounts, see section 8, "*Subaccounts*." We may, in our sole discretion, also increase the maximum Card Account value for Level 2 Accounts; see subsection 13.2, "*Limitations on frequency and dollar amounts of transactions*" for details.

4. ACTIVATION/REGISTRATION

The Master Cardholder and any Authorized Representative must activate a Card and provide personal information ("register") in order for us to verify their identity before it can be used. **The Master Account may not have full functionality (e.g., no Automated Teller Machine ("ATM") access, no international transactions, and no Account-to-Account transfers), nor will you be able to reload the Master Account until your Card has been successfully registered with your personal information.**

In addition, a Master Cardholder activating the first Card on a Card Account opened on behalf of a Customer that is not a sole proprietorship will be asked to provide additional business information. The additional business information must be submitted to and verified by us within thirty (30) days in order for the Card Account to remain open. See paragraph 3.2(b) "*For All Other Business Types*" for details.

You may activate and register your Card by calling **1-877-973-1223** or by visiting business.netspend.com. The same activation and registration requirements apply to Subaccount Cardholders on any Subaccounts you create in connection with the Master Account.

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 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>. FDIC insurance protects against the failure of Pathward, N.A. and Program Banks, not the failure of Ouro. Ouro, a financial technology company, is not a bank and is not FDIC insured.

5. FEE SCHEDULE

All fee amounts will be withdrawn from the Master Account, unless specified otherwise and except where prohibited by law. NOTE: Fees assessed to the Master Account balance may bring the Master Account balance negative. Any time the Master Account balance is less than the fee amount being assessed on the Master Account or the Master Account balance is already negative, the assessment of the fee will result in a negative balance on the Master Account or increase the negative balance on the Master Account, as applicable. If that occurs, any subsequent deposits or loads into the Master Account will first be applied to the negative balance. You are responsible for any negative balance incurred on the Card Account, including any Subaccount, and agree to add sufficient funds to cover such negative balance within sixty (60) days of its creation. If you do not add sufficient funds to cover a negative balance in the Card Account within this timeframe, we reserve the right to close such Card Account, including any Subaccount.

Cost to Open Account: No Fee

Card Purchase Fee: No Fee for initial Card request online or via telephone. For Cards purchased in a retail location, fee will be determined by operator of retail location, not to exceed \$9.95. Additional Cards and Replacement Cards are available for fees as identified below.

FeeAdvantage™ Plan		
Purchase Plan Details:	Amount:	Description:

Master Account Fee*	\$9.95	Per month; fee assessed on the monthly anniversary of first funding.
Subaccount Fee	\$1.95	Per month, per Subaccount; fee deducted from the Subaccount on the monthly anniversary of first funding of the Subaccount.
Signature Purchase Transaction Fee	Included	Included in Master Account Fee or Subaccount Fee.
PIN Purchase Transaction Fee	Included	Included in Master Account Fee or Subaccount Fee.
Foreign Transaction Surcharge	3.5%	Surcharge assessed based on U.S. Dollar amount of the purchase transaction and is not covered by Master Account Fee or Subaccount Fee.

* The Master Account Fee will be waived for each month in which the total value loads in the thirty (30) days prior to the Master Account Fee assessment day exceed \$10,000.00. A fee waiver applies to a single month at a time; you must qualify separately for each month in order to receive a waiver for multiple months.

Withdraw Cash:

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 MasterCard member financial institution.
Over-the-Counter Cash Withdrawal Fee at	Varies	Fee may be assessed by reload location and may vary from location to location; see location for

NetSpend Reload Network location ("OTC Withdrawal Fee – Reload Network")		details. Service not available at 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	\$4.95 per withdrawal, plus the Foreign Transaction Surcharge, and third party ATM operator fees, if any.
Foreign Transaction Surcharge	3.5%	Surcharge assessed based on U.S. Dollar amount of the purchase transaction and is in addition to the ATM Cash Withdrawal Fee – International or OTC Withdrawal Fee.
ATM Transaction Decline Fee - Domestic	\$1.00	Per declined domestic ATM transaction
ATM Transaction Decline Fee – International	\$1.00	Per declined international ATM transaction

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.

Tip to avoid ATM fees: Select “DEBIT” and enter your PIN to get cash back when making purchases at many retailers, such as grocery stores.

Add Money to Your Account:

Direct Deposit Fee	No Fee	
Cash Value Load Fee – NetSpend Reload Network Location	Varies	Fee may be assessed by reload location and may vary from location to location. See location or www.loadnetspend.com for details. This is a third party fee, not assessed by Bank.
Funds Transfer Fee	Varies	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 the 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 these fees are assessed by third parties or the originating bank, and are not assessed by Bank.
Mobile Check Load	Varies	Fee may be assessed by third-party mobile check load service provider. See

		www.IngoMoney.com/netspendsmallbusiness for fee details. 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	Per transfer conducted through the online Account Center
Account-to-Account Transfer Fee - CS agent	\$4.95	Per transfer conducted through a Customer Service (CS) agent

Check Your Balance:

Balance Inquiry Fee – Online Account Center	No Fee	Per inquiry
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	Per inquiry
Balance Inquiry Fee – Telephone CS Agent	\$0.50	Per inquiry conducted through a Customer Service (CS) agent
Balance Inquiry Fee – ATM Domestic	\$0.50	Per inquiry, plus third party ATM operator fees, if any

Balance Inquiry Fee – ATM International	\$0.50	Per inquiry, plus third party ATM operator fees, if any
Manage Your Account:		
Check Request Fee	\$5.95	Per check requested to return funds at account closure
Additional Statement Mailing Fee	\$5.95	Per statement request
Additional Card Fee	\$3.95	Per Card requested for an Authorized Representative on the Master Account
Replacement Card Fee	\$3.95	Per lost, stolen, or damaged card replacement requested. If replacing a Card on the Master Account, fee is assessed to the Master Account. If replacing a Card on a Subaccount, fee is assessed to the Subaccount.
Make Payments:		
Bill Payment Fee	Varies	In addition to the one or more no-cost bill payment methods made available through third-party service providers, you can see a full range of options, including ACH Debit/ Preauthorized Payment Transactions, and the applicable fees in your online Account Center. Fees are determined and assessed by third-party service providers.
ACH Debit/ Preauthorized Payment Transaction Decline Fee	\$1.00	Per declined ACH debit or preauthorized payment transaction
Stop Payment Fee for ACH Debit/Preauthorized Payment Transactions	\$10.00	Per stop payment requested

Optional Features:		
Custom Card Fee	\$4.95	Per custom Card, if available

6. AUTHORIZED USERS

You are responsible for all authorized transactions initiated and fees incurred by use of the Card Account. If you permit another person to have access to your Card, Virtual Account, Card Number or Personal Identification Number (“**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, Virtual Account, Card Number or PIN to any person. You must notify us to revoke permission for any person you previously authorized to use your Card, Virtual Account, Card Number or PIN, including any Co-Owners. If you notify us to cancel another person’s use of your Card, Virtual Account, Card Number or PIN, we may close the Card Account and issue a new Card to you with a different number. You are wholly responsible for the use of the Card, Virtual Account, Card Number, PIN, or Card Account according to the terms and conditions of this Agreement.

7. AUTHORIZED REPRESENTATIVES

The Master Cardholder may designate up to three (3) Authorized Representatives that have the same authority over the Master Account; however, an Authorized Representative will not have his or her own individual access to or use of the online Account Center. The Master Cardholder may request an additional Card for an Authorized Representative. Each Authorized Representative added by the Master Cardholder will be required to have a Card. There is an Additional Card Fee for ordering an additional Card for an Authorized Representative. For information about the fee, see section 5, “*Fee Schedule*.” The Master Cardholder must notify us to revoke permission for any Authorized Representative previously authorized to use the Card. An Authorized Representative may not revoke the permission of a Master Cardholder, but may close the Master Account. If the Master Cardholder notifies us to revoke the Authorized Representative’s use of the Card, we may close the Card Account and issue a new Card to all other Cardholders with a different number. The Master Cardholder remains liable for any and all use of any additional Card(s) authorized.

8. SUBACCOUNTS

The Master Cardholder may establish Subaccounts to be used in connection with the Master Account (for more information about the number of allowable Subaccounts, see subsection 3.3, “*Account Levels*”). The Master Cardholder may request an additional Card for use according to the policies or rules established by the Customer through the Master Cardholder and as described in the Subaccount Cardholder Agreement for a Subaccount Cardholder. There is a monthly Subaccount Fee for each Subaccount connected to the Master Account. For more information about this fee, see section 5, “*Fee Schedule*.”

The value available in the Subaccount is limited to the funds that have been loaded into the Subaccount from the Master Account through the online Account Center. Funds may

not be loaded directly to the Subaccount through any other method. Any funds loaded to the Subaccount are the property of the Customer and are to be used in accordance with any applicable policies or rules established by the Master Cardholder or any Authorized Representative.

9. VIRTUAL ACCOUNT

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

Each Virtual Account expires one (1) 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, 2016, its expiration date is February 28, 2017.

You must first register your Card with us before you can request a Virtual Account (see section 4, *“Activation/Registration”*).

10. PERSONAL IDENTIFICATION NUMBER

You will select a PIN at the time you register your Card with your personal information. A PIN can be used to obtain cash (see section 11, *“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 ATM or POS device that appears to be modified or suspicious. If you believe that anyone has gained unauthorized access to your PIN, including an Authorized Representative, you should advise us immediately by following the procedures described in section 25, *“Lost or Stolen Cards/Unauthorized Transactions.”*

To register your Card, see section 4 *“Activation/Registration.”*

11. CASH ACCESS

Upon successful registration, you may use your Card and PIN to obtain cash from any ATM or any POS device (to the extent permitted by the relevant Merchant) bearing the MasterCard, Cirrus, or PULSE acceptance mark. ATM transactions are treated as cash withdrawal transactions. Any cash withdrawn from an ATM terminal, POS device or through a participating bank or NetSpend Reload Network location (an **“Over the Counter Cash Withdrawal”**) will be subject to the limitations set forth in subsection 13.2, *“Limitations on frequency and dollar amounts of transactions.”*

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 section 5, *"Fee Schedule."*

12. LOADING THE MASTER ACCOUNT

Upon successful registration, you may add funds to the Master 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 the Master Account in a day, but the maximum cumulative amount of value loads is described in subsection 13.2 *"Limitations on frequency and dollar amounts of transactions."*

You may value load the Master Account through:

- (1) in-store cash value load transactions conducted through any member of the NetSpend Reload Network;
- (2) credit and debit card transactions processed through a third-party merchant payment processing service (**"Payment Processor"**) (see subsection 12.1, *"Payment Processor Loads"* for more information);
- (3) an electronic funds transfer direct deposited to the Master Account using the Automated Clearing House (**"ACH"**) system (**"ACH Deposit"**); (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);
- (4) a funds transfer from another Card Account, financial institution located in the United States, or person through one of the methods or services described in your online Account Center; or
- (5) a mobile check load network made available through an eligible third-party service provider (standard text message and data rates may apply).

All value load methods may not be available at the time you become a Cardholder. To determine which value load methods are available to you, visit the online Account Center. There may be fees associated with these methods of value loading. For information about the fees, see section 5 *"Fee Schedule."*

Our policy is to make funds loaded to the Master Account available for use within one (1) hour from the time we receive the funds. Funds loaded by ACH or other applicable electronic funds transfer methods will be available on or before the transaction or settlement date. Availability or use of funds loaded to the Master Account may be delayed or denied in the event of technology malfunctions, or pursuant to our compliance with or discharge of legal or regulatory responsibilities, or as otherwise provided in this Agreement.

The following methods of value loading are not acceptable forms of value loading:

- (1) Personal checks not sent through an available mobile check load network,

- (2) cashiers' checks,
- (3) wire transfers using a service not described in your online Account Center;
- and
- (4) money orders sent to the Issuer

If any of these forms of value loading are sent to the Issuer they will be returned unless the Card Account has a negative balance at the time such check, money order, or transfer 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; by enrolling in and using our Anytime Alerts™ short message service (*typically referred to as an "SMS" message; standard text message and data rates may apply*); or by calling **1-877-973-1223**. There may be a fee associated with calling Customer Service. For information about the fee, see section 5, "*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.

12.1 Payment Processor Loads

To accept payments for the Customer's business made using credit and debit cards validly issued by MasterCard®, Visa®, Discover®, and American Express® and load such funds to the Master Account, the Master Cardholder may open a merchant account with a Payment Processor. The Master Cardholder's use of such services is subject to the approval of the Payment Processor and is subject to the fees, transaction limits, terms, and conditions set forth in the Payment Processor's terms of use to which the Master Cardholder must agree prior to using the service selected. The limitations set forth in subsection 13.2, "*Limitations on frequency and dollar amounts of transactions*," may apply to the movement of funds from the Payment Processor to the Master Account based on the method through which the Payment Processor moves money to financial institutions (*e.g.*, if the Payment Processor moves money through the ACH network, the "ACH Loads" limits will apply to the load transaction).

Any error resolution related to such credit and debit card transactions will be governed by the terms of use of the service selected.

13. USING YOUR CARD AND VIRTUAL ACCOUNT/LIMITATIONS

13.1 Card Account Access

Subject to the limitations set forth in this Agreement, you may use your Card to:

- (1) withdraw cash from the Master Account (see section 11 "*Cash Access*");
- (2) load funds to the Master Account (see section 12, "*Loading the Master Account*");
- (3) transfer funds from the Master Account to another NetSpend account;
- (4) purchase or lease goods or services wherever MasterCard debit cards are

accepted; and

(5) pay bills directly from the Master 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 section 9, “*Virtual Account*”). There may be fees associated with some of these transactions. For information about the fees, see section 5, “*Fee Schedule*.” **All transactions conducted using the Card, Card Account, or Virtual Account must be on behalf of the Customer in connection with the Customer’s business operations and pursuant to the applicable instructions and guidelines of the Master Cardholder or Authorized Representative.**

13.2 Limitations on frequency and dollar amounts of transactions

For security reasons, we may limit the amount or number of transactions you can make with your Card or Virtual Account. Any transfers made through the use of third-party service providers (including, but not limited to Payment Processors and bill payment, funds transfer, and mobile check load service providers) will be subject to the frequency and dollar value limits established by the provider. To see the service provider’s terms of service agreement, please visit your online Account Center.

13.2(a) Master Account Limits:

Transfer Type	Maximum Amount	Frequency and Number
ATM Cash Withdrawals	\$325.00	Per transaction; subject to lower limits imposed by ATM owner-operator
	\$940.00	Per 24-hour period (“Day”); limit of six (6) per Day
Over-the-Counter Cash Withdrawals	\$5,000.00	Per transaction
PIN-based or Signature-based Purchase Transactions	\$5,000.00	Per transaction
Value Loads – POS Locations	\$7,500.00	Per Day
	\$15,000.00	Per thirty (30) Day period
ACH Loads (includes direct deposit and transfers initiated through PayPal website)	\$15,000.00	Per transaction
Maximum Card Account Value – Level 1 Accounts	\$15,000.00	Includes Master Account and any Subaccounts. We will review ACH

Maximum Card Account Value – Level 2 Accounts	\$25,000.00	Deposits that may result in the value of the Card Account exceeding the stated maximum value. If we determine the ACH Deposit is valid, we may permit the value of the Card Account to exceed the stated maximum value.
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13.2(b) Subaccount Limits:

Transfer Type	Maximum Amount	Frequency and Number
ATM Cash Withdrawals	\$300.00	Per transaction inclusive of any applicable fees; subject to lower limits imposed by ATM owner-operator
	\$300.00	Per 24-hour period (“Day”); limit of six (6) transactions per Day
Over-the-Counter Cash Withdrawals	\$5,000.00	Per transaction
PIN-based or Signature-based Purchase Transactions	\$5,000.00	Per transaction

13.3 Transaction Processing: Each time you use your Card or Virtual Account, you authorize us to reduce the value available in the Master Account by the amount of the transaction and any applicable fees. You may not exceed the available amount in the Master Account through an individual transaction or a series of transactions. If any transaction(s) performed on the Master Account or any Subaccount exceeds the balance of the funds available on that 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 any negative balance on the Master Account or any Subaccount. If you have not added sufficient funds to the Master Account to cover a negative balance on the Master Account or any Subaccount within sixty (60) days of its creation, **we have the right to cancel the Card Account, including any Subaccount. 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) related to the Customer’s business that you may have with us, including Subaccounts.** In all instances described above, loads to the Master 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 the Master Account, you can instruct the merchant, Internet service or other utility provider (a “**Merchant**”) to charge a part of the purchase to the Card and pay the remaining amount with cash or another payment method. 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 the Master 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 in the Master Account, 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 the related amount of funds available in the Master Account 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. 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 Virtual Account or 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 section 9, *"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 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 section 16, *"Returns and Refunds,"* in addition to previous information addressed in this section).

14. PREAUTHORIZED DEBITS AND CREDITS

The Account Number and the Issuer's bank routing number can be used for arranging both direct deposits and recurring payments to 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 the Card Account at least once every sixty (60) days from the same person or company, you can call us at **1-877-973- 1223** 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 section 5, *"Fee Schedule."*

14.1 Stop Payment Procedures

To stop a recurring payment to a Merchant you have preauthorized to debit the 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 the Card Account is unable or unwilling to stop your payment, you can call us at **1-877-973-1223** 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. There is a fee associated with each stop payment order you give. For information about the fee, see section 5, "*Fee Schedule.*"

15. FRAUDULENT OR CRIMINAL CARD ACCOUNT OR VIRTUAL ACCOUNT ACTIVITY

You may not use your Card or Virtual Account for online gambling or any illegal transaction. We reserve the right to block or cancel the Card Account or your Card or Virtual Account for any reason in our sole discretion including, for example, 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 or applicable law. We will not be liable due to the possible unavailability of the funds that may be associated with the Card Account.

16. 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 the account (Master Account or Subaccount) in which the purchase was made 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 the Card Account.

17. CARD REPLACEMENT

If you need to replace your Card or a Card for a Subaccount for any reason, please contact us at **1-877-973-1223** to request a replacement Card. You will be required to provide

personal information which may include your Card Number, full name, the Customer's DBA name (if applicable), transaction history, and similar information to help us verify your identity. There is a fee for replacing your Card. If replacing a Card on the Master Account, the fee is assessed to the Master Account. If replacing a Card on a Subaccount, the fee is assessed to the Subaccount. For information about the fee, see section 5, "*Fee Schedule*."

18. FOREIGN TRANSACTIONS

If you obtain funds or make a purchase in a currency other than the currency in which the 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 the network or card association that processes the transaction into an amount in the currency of the Card Account. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by the network or card association from the range of rates available in wholesale currency markets for the applicable central processing date, which may vary from the rate the network or card association 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.

19. 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.

20. ADDRESS OR NAME CHANGES

You are responsible for notifying us of any change in your physical address, mailing address, email address, telephone number, your name, or the Customer's DBA name, no later than two (2) weeks after said change. If you have a Level 2 Account, you are also responsible for notifying us of any change in the information submitted to us in order to verify the Customer's business including, but not limited to, business owners, business address, and business phone number. Any notice of change of address or name required by this Agreement may be provided to us via email at businesscustomerservice@netspend.com, by telephone at **1-877-973-1223**, or by mail to: NetSpend, P.O. Box 2136, Austin, TX 78768-2136.

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.

21. 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.

22. CARD ACCOUNT BALANCE/PERIODIC STATEMENTS

You are responsible for keeping track of the available balance of the 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 the Card Account online at business.netspend.com; by enrolling in the Anytime Alerts SMS service (standard text message and data rates may apply); or by calling **1-877-973-1223** (there will be a fee for this call, see section 5, "*Fee Schedule*"). A sixty (60) day history of account transactions is available for no fee at business.netspend.com. Statements in electronic format will also be made available for no fee at business.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 **1-877-973-1223** 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 section 5, "*Fee Schedule*."

23. CONFIDENTIALITY

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

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

For additional information regarding our use and sharing of certain information, please see our Privacy Policy at business.netspend.com.

24. OUR LIABILITY FOR FAILURE TO COMPLETE TRANSACTIONS

If we do not properly complete a transaction to or from the Card Account on time or in

the correct amount according to this Agreement, our sole responsibility for failing to properly complete the transaction will be to correct that error.

In addition, we will not be liable to you:

- (1) If through no fault of ours, you do not have enough funds available in the 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 the Card Account has been blocked after you reported your Card, Virtual Account or PIN lost or stolen;
- (6) If there is a hold on the funds in the Card Account for any reason;
- (7) If the funds in the Card Account are subject to legal process or other encumbrance restricting their use or transfer;
- (8) If we have reason to believe the requested transaction is unauthorized or that the Card, Card Account, Virtual Account, or Subaccount was used or is being used in violation of this Agreement or the instructions, policies, or rules established by the Master Cardholder or any Authorized Representative;
- (9) 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; or
- (10) As otherwise provided in this Agreement or by applicable law.

25. LOST OR STOLEN CARDS/UNAUTHORIZED TRANSACTIONS

If you believe your Card, Virtual Account or PIN has been lost or stolen or an unauthorized transaction has been made using your Card, Virtual Account or PIN without your permission contact Customer Service at **1-877-973-1223** or visit your online Account Center IMMEDIATELY. We may ask for the Card Number and other identifying details about the transaction and we reserve the right to require that you send us your complaint or question in writing. We reserve the right to investigate any claim you make with respect to a lost or stolen Card or unauthorized transaction, and you agree to cooperate with such investigation. We may not be able to assist you if you do not contact us within sixty (60) days of the unauthorized transaction. If you report your Card lost or stolen, we may cancel your Card and issue you a new Card, subject to any applicable fees for replacing or delivering your Card (see section 5, "*Fee Schedule*" for more information about the Replacement Card Fee and the Card Delivery Fee options).

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

Unauthorized transactions do not include transactions made by a person authorized to transact business on the Card Account (including a Master Cardholder or Authorized Representative) or transactions made by the Subaccount Cardholder that exceed the authority granted to the Subaccount Cardholder by the Master Cardholder or Authorized Representative.

26. MISCELLANEOUS

This Agreement sets forth the entire understanding and agreement between you and us, whether written or oral, with respect to its subject matter, and supersedes any prior or contemporaneous understandings or agreements with respect to such subject matter. The 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 anytime. 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.

27. AMENDMENT AND CANCELLATION

We may (a) amend or change the terms and conditions of this Agreement or (b) cancel or suspend the Card Account, your Card, or this Agreement, at any time and for any reason in our sole discretion without prior notice to you except as required by applicable law. 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.

In the event the Card Account is cancelled, closed, or terminated for any reason, so long as you used the 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 section 5, "*Fee Schedule*." In the event that any Subaccount connected to the Master Account is cancelled, closed, or terminated for any reason, and the Master Account is still open, so long as the Subaccount was used in accordance with the terms of this Agreement and the Agreement between us and the Subaccount Cardholder, the unused balance may be moved from the Subaccount to the Master Account. **The Issuer reserves the right to refuse to return any unused balance amount less than \$1.00.**

We will comply with unclaimed property laws and appropriately engage in escheatment activities as required by state law.

28. ELECTRONIC COMMUNICATIONS

If you have not consented and would like to receive Communications electronically from us, please visit us online at business.netspend.com.

29. CUSTOMER SERVICE

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

NetSpend
P.O. Box 2136
Austin, Texas 78768-2136
1-877-973-1223

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.

You may leave a message for Customer Service outside these hours.

Card Account balance inquiries made by telephone are subject to a fee. For information about the fee, see section 5, "*Fee Schedule*."

30. 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.

31. DISCLAIMER OF WARRANTIES

EXCEPT AS EXPRESSLY OTHERWISE PROVIDED IN THIS AGREEMENT, WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND TO YOU OR TO THE CUSTOMER, AND HEREBY EXPRESSLY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, REGARDING THE CARD, CARD ACCOUNT, OR SUBACCOUNT(S) ARISING OUT OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

From time to time the Card and/or Card Account services may be inoperative, and when this happens, you may be unable to use your Card or obtain information regarding the Card Account, your Card, or any Subaccount(s), including the available balance of funds associated with the Card Account. Please call Customer Service at **1-877-973-1223** if you have any problems using your Card. You agree that neither we nor NetSpend are responsible for any interruption of service.

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.

32. LIMITATION OF LIABILITY

NEITHER WE NOR OUR SERVICE PROVIDER, NETSPEND, WILL BE LIABLE TO YOU OR TO THE CUSTOMER FOR: DELAYS OR MISTAKES RESULTING FROM ANY CIRCUMSTANCES BEYOND OUR CONTROL, INCLUDING, WITHOUT LIMITATION, ACTS OF GOVERNMENTAL AUTHROITIES, NATIONAL EMERGENCIES, INSURRECTION, WAR, OR RIOTS; THE FAILURE OF MERCHANTS TO HONOR THE CARD OR CARD NUMBER; THE FAILURE OF MERCHANTS TO PERFORM OR PROVIDE SERVICES; COMMUNICATION SYSTEM FAILURES; OR FAILURES OR MALFUNCTIONS ATTRIBUTABLE TO YOUR EQUIPMENT, ANY INTERNET SERVICE, OR ANY PAYMENT SYSTEM. IN THE EVENT THAT WE ARE HELD LIABLE TO YOU, YOU WILL ONLY BE ENTITLED TO RECOVER YOUR ACTUAL DAMAGES. IN NO EVENT SHALL YOU BE ENTITLED TO RECOVER ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY OR SPECIAL DAMAGES (WHETHER IN CONTRACT, TORT OR OTHERWISE), EVEN IF YOU HAVE ADVISED US OF THE POSSIBILITY OF SUCH DAMAGES. THIS PROVISION SHALL NOT BE EFFECTIVE TO THE EXTENT OTHERWISE REQUIRED BY LAW. TO THE EXTENT PERMITTED BY LAW, YOU AGREE THAT YOUR RECOVERY FOR ANY ALLEGED NEGLIGENCE OR MISCONDUCT BY US OR NETSPEND SHALL BE LIMITED TO THE TOTAL AMOUNT LOADED ON THE CARD.

33. WEBSITE OPERATION AND OUR AVAILABILITY

Although considerable effort is expended to make our website (including the online Account Center) and other operational and communications channels available around the clock, we do not warrant these channels to be available and error-free every minute of the day. You agree that we will not be responsible for temporary interruptions in service due to maintenance, website changes, or failures, nor shall we be liable for extended interruptions due to failures beyond our control, including but not limited to the failure of interconnecting and operating systems, computer viruses, forces of nature, labor disputes, and armed conflicts.

You agree to act responsibly with regard to our website and its use. You will not violate any laws, interfere with or disrupt computer networks, impersonate another person or entity, gain any unauthorized entry, or interfere with the website's systems and integrity. We shall not bear any liability whatsoever for any damage or interruptions caused by any "computer viruses" that may affect your computer or other equipment. We advise the regular use of a reputable and readily-available virus screening and prevention software.

34. WAIVER OF RIGHT TO TRIAL BY JURY

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. IN THE EVENT OF ANY DISPUTE OR CLAIM RELATING IN ANY WAY TO THIS AGREEMENT, CUSTOMER AGREES THAT SUCH DISPUTE SHALL BE RESOLVED BY BINDING ARBITRATION WITH THE AMERICAN ARBITRATION ASSOCIATION, UTILIZING THE RULES OF PROCEDURE OF SUCH ARBITRATION SERVICE, THERE SHALL BE NO RIGHT OR AUTHORITY FOR ANY CLAIMS TO BE ARBITRATED ON A CLASS ACTION BASIS OR ON

BASES INVOLVING CLAIMS BROUGHT IN A PURPORTED REPRESENTATIVE CAPACITY ON BEHALF OF THE GENERAL PUBLIC, OTHER CARDHOLDERS OR OTHER PERSONS SIMILARLY SITUATED. FURTHER, ANY SUCH ARBITRATION SHALL TAKE PLACE IN SIOUX FALLS, SOUTH DAKOTA AND THE LAWS OF THE STATE OF SOUTH DAKOTA SHALL APPLY. THE DECISION OF AN ARBITRATOR WILL BE FINAL AND SUBJECT TO ENFORCEMENT IN A COURT OF COMPETENT JURISDICTION.

This Cardholder Agreement is effective May 27, 2016.

This Card is issued by Pathward, N.A., Member FDIC, pursuant to a license from MasterCard International Incorporated.

5501 S. Broadband Lane

Sioux Falls, SD 57108

1-877-973-1223

business.netspend.com

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Version Date: June 12, 2025