

CARDHOLDER AGREEMENT

IMPORTANT- PLEASE READ CAREFULLY

SEE FEE SCHEDULE ON PAGE 13 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 “ACTIVATION/REGISTRATION” 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.

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INTRODUCTION

Terms and Conditions/Definitions for the NetSpend Visa Prepaid Card Program ("Program")

This document constitutes the agreement ("**Agreement**") outlining the terms and conditions under which the NetSpend Small Business Visa Prepaid Card and the NetSpend Small Business 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, whether connected to the Master Account or any Sub-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. "**Card Number**" is the 16-digit number embossed on your Card. "**Virtual Account**" means a temporary access device issued to you by MetaBank that you may elect to obtain to access the Master Account for telephone or online transactions, without needing to present your Card. "**Master Account**" refers to the funds and account functionality shared by the Primary Cardholder and any Co-Owner. "**Issuer,**" "**we,**" "**us,**" and "**our**" means MetaBank, Member FDIC. "**NetSpend**" refers to NetSpend Corporation, the servicer for the NetSpend Small Business Visa Prepaid Card program and NetSpend Small Business 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,**" "**your,**" "**Cardholder,**" and "**Primary Cardholder,**" refers to the business entity (such as, for example, a sole proprietorship, partnership, limited liability company or corporation) and the individual who, as an authorized representative of such business entity, submits an initial request for the Card and is authorized to use the Card as provided for in this Agreement. "**Co-Owner**" refers to the person or persons who have received the Card at the request of the Primary Cardholder and have the same access level to and ownership rights over the Card Account as the Primary Cardholder. "**Sub-Account**" refers to the funds and account functionality available to a Sub-Account Cardholder. "**Sub-Account Cardholder**" refers to the person or persons who have received a Card at the request of the Primary Cardholder for use as described below under the heading "Sub-Accounts". You must be able to lawfully enter into and form contracts under applicable law and to bind the business entity identified on the application for the NetSpend Small Business Visa Prepaid 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.

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 accepting and using your Card or Virtual Account, you agree to be bound by the terms and conditions contained in this Agreement. You and

any Co-Owner(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 "*Activation/Registration*"). 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. 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.

BUSINESS PURPOSES

The Card will be issued in your trade or "Doing Business As" ("DBA name"), if applicable, and will identify an authorized individual Cardholder. The Card may be used only for business related transactions in connection with your 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 will not be treated as a consumer Card under state or federal law and that you will not have the benefit of any consumer law limiting your liability with respect to unauthorized use of the Card.

OPENING A CARD ACCOUNT (IDENTIFICATION VERIFICATION)

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 Co-Owner and any Sub-Account Holder, if any are designated by you.

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. You are responsible for any negative balance incurred on a Card Account, including any Sub-Account, 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 a Card Account within this timeframe, we reserve the right to close such Card Account, including any Sub Account.

Cost to Open Account/Card Purchase Fee: None

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

Two Purchase Fee Plan Options:	Pay-As-You-GoSM (PAYGO)	FeeAdvantage™ Plan
Master Account Fee	No Fee	\$12.95 per month
Sub-Account Fee	Not available in PAYGO	\$4.95 per month, per Sub-Account
ProPay JAK	Not available in PAYGO	\$9.95 (optional, one-time)
Signature Purchase Transaction Fee	\$1.00	Included in Plan
PIN Purchase Transaction Fee	\$2.00	Included in Plan
Foreign 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

Withdraw Cash:	
Over the Counter Cash Withdrawal Fee at a financial institution	\$2.50 per withdrawal, plus the Foreign Transaction Fee, 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	Fee may be assessed by reload location and may vary from location to location. Service not available in all reload locations.
Domestic ATM Cash Withdrawal Fee	\$2.50 per withdrawal, plus ATM owner fees, if any.
International ATM Cash Withdrawal Fee	\$4.95 per withdrawal, plus the Foreign Transaction Fee, and ATM owner fees, if any.
Foreign Transaction Fee	3.5% of the U.S. Dollar amount of the cash withdrawal
ATM Transaction Decline Fee	\$1.00 each

Add Money To Your Account:	
Direct Deposit Fee	No fee
Fee to add cash or check proceeds at a NetSpend Reload Network location	Fee may be assessed by reload location and may vary from location to location.
Bank Transfer Fee	Visit your online Account Center to learn how to transfer funds to your Card from another bank account using a bank debit card or account number. Fees are determined and may be charged to the transferor's bank account by the service provider or originating bank
Mobile Check Load	-No fee when using standard funding speed option -\$3.95 when using "Now" funding speed option
Credit Card Loads	Not available in PAYGO; see ProPay for discount rate details available to Cardholders on the FeeAdvantage Plan.
Account-to-Account Transfer Fee via website	No fee
Account-to-Account Transfer Fee via Customer Service agent	\$4.95 each

Manage Your Account:	
Balance Inquiry Fee	No fee using Online Account Center No fee using Anytime Alerts text or email message; standard text message rates may apply \$0.50 each when using a telephone automated service \$0.50 each Customer Service agent \$0.50 each via ATM, plus ATM owner fees, if any.
Anytime Alerts	No fee to enroll in Anytime Alerts text/email message service or to send or receive messages; standard text message rates may apply.
Check Request Fee	\$5.95 each
Statement Mailing Fee	\$5.95 each
Additional Master Account Card Fee	\$3.95 each
Lost, Stolen or Damaged Card Replacement Fee (Master or Sub Accounts)	\$3.95 each
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 the FeeAdvantage Plan (FAP) and your Card Account has had no activity as described above, this fee applies instead of the FAP Fee.

Make Payments:	
Bill Payment Fee	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 for each such declined transaction.
Stop Payment Fee for ACH Debit/Preauthorized Payment Transactions	\$10.00 each

Optional Features:	
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 physical address, mailing address, email address, text message address, or your name or DBA name, 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, by telephone at **1-86-NETSPEND/1-866-387-7363**, 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.

AUTHORIZED USERS

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

CO-OWNER

You may request an additional Card for a Co-Owner. The maximum number of such additional Cards is two (2). You must notify us to revoke permission for any Co-Owner you previously authorized to use the Card. If you notify us to revoke the Co-Owner' use of the Card, we may close your Card Account and issue a new Card to you with a different number. You remain liable for any and all use of any additional Card(s) you authorize.

SUB-ACCOUNTS

Eligible Primary Cardholders may request an additional Card for a Sub-Account Cardholder. To determine whether you are eligible to establish Sub-Accounts, visit the online Account Center. There is no fee to request a Card for a Sub-Account Cardholder. There is a \$4.95 monthly fee for each Sub-Account Card connected to the Master Account.

The value available in the Sub-Account is limited to the funds that have been loaded into the Sub-Account from the Master Account through the online Account Center. Funds may not be loaded directly to the Sub-Account. Any funds loaded to the Sub-Account are the property of the Master Account and are to be used in accordance with any applicable policies or rules established by the Primary Cardholder or any Co-Owner. A Primary Cardholder or Co-Owner may add or remove features from the Sub-Account at their discretion, and may establish transaction limits for the Sub-Account that are less than the transaction limits set forth in the "Limitations on dollar amounts of transfers" paragraph of the section labeled, "*Using Your Card and Virtual Account/Limitations.*"

ACTIVATION/REGISTRATION

You will need to provide personal information in order for us to verify your identity and the identity of any Secondary Cardholder ("**register**"); see the section labeled "*Opening a Card Account (Identification Verification)*" for more details. Both the Primary Cardholder and any Co-Owner or Sub-Account Cardholder must activate and register a Card before it can be used. Your Card 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 access Card Account funds exceeding the dollar value established by either federal regulations and/or the Issuer (the "**Excess Funds**") or reload your Card Account until your Card has been successfully registered. You may activate and register your Card by calling **1-86-NETSPEND/1-866-387-7363** or by visiting www.netspend.com. If we cannot successfully complete the activation/registration process, you will be entitled to receipt of any Excess Funds remaining in the Card Account by way of a Check Refund, for which the fee, disclosed in the section labeled, "*Fee Schedule,*" will be waived. We may, from time-to-time, offer other no-cost methods through which Excess Funds can be made available to you.

PERSONAL IDENTIFICATION NUMBER

You will receive 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 Co-Owner, you should advise us immediately by following the procedures described in the section labeled “*Your Liability for Unauthorized Transfers.*”

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

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. Your initial value load must be at least \$50.00. 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. The calculation of this maximum amount will take into consideration all similar transactions made with any other Card Account(s) you may have with us, whether you are a Primary Cardholder or a Co-Owner.

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) through the ProPay® smartphone application or other similar merchant payment processing services; (c) through an electronic funds transfer direct deposited to your Card Account using the Automated Clearing House (“**ACH**”) system (“**Direct Deposit**” or “**ACH Deposit**”).); or (d) through

the NetSpend Mobile Check Load Service. In order to receive Direct 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); and (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. There may be fees associated with these methods of value loading. For information about the fees, see the section labeled "*Fee Schedule.*"

IMPORTANT: If you wish to receive Direct Deposits to this 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 a Card to this Card Account in the name of that household member. There is a \$3.95 cost for an additional Card for a Co-Owner. For information about the fee, see the section labeled "*Fee Schedule.*"

Personal checks, cashiers' checks, and money orders sent to the Issuer are not acceptable forms of value loading. All checks and money orders 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; by enrolling in and using our Anytime Alerts™ short message service (typically referred to as an "SMS" message); 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 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 six (6) ATM withdrawals in a 24-hour period (referred to as a “Day”) and may make a total of \$940.00 in ATM withdrawals during a 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 service providers (including, but not limited to bill payment 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. (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 electronic funds transfers made by Direct Deposit to your Card Account **using the ACH method 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.** We will determine any maximum values by aggregating the activity and value of all Card Accounts you may have with us, whether you are a Primary Cardholder or a Secondary Cardholder.

We may in our sole discretion raise the dollar amount of the transfer limitations described above if you provide additional information that we are able to use to verify your identity and we determine that such an increase is appropriate. Please refer to [insert reference to program description/materials/other section in Agreement] or call **1-86-NETSPEND/1-866-387-7363** for additional information.

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. If 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. 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 online gambling or any 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, 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 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, 2015, its expiration date is February 29, 2016.

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 "*Activation/Registration*").

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 Direct 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 Card Account 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. There is a fee associated with each stop payment order you give. For information about the fee, see the section labeled "*Fee Schedule.*"

FRAUDULENT OR CRIMINAL CARD ACCOUNT OR VIRTUAL ACCOUNT ACTIVITY

We reserve the right to block 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 will incur no liability to you because of the unavailability of the funds that may be associated with your Card Account and/or Virtual Account.

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, and DBA name (if applicable), 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

- A. If you obtain funds or make a purchase in a currency other than the currency in which your Card Account was issued, 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. This percentage amount is independent of any amount taken by the Issuer in accordance with this Agreement, and,
- B. 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, the Issuer will deduct a 3.5% transaction fee ("**Foreign Transaction Fee**") based on the amount of the transaction, in the currency of your Card Account. The Issuer will retain this fee as compensation for its services.

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; by enrolling in the Anytime Alerts SMS service; 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. Statements in electronic format will also be made available for no fee at www.netspend.com for each month in which a transaction occurs. You will not automatically receive paper statements. 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, 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 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; or
- (9) Any other exception stated in our Agreement with you.

ERROR RESOLUTION

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 as soon as you can, if you think an error has occurred in your Card Account.

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.
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 investigate your Card Account and determine whether an error occurred. If we determine that there was no error, we will send you a written explanation.

If you would like more information about our error-resolution procedures, call us at **1-86-NETSPEND/1-866-387-7363** or visit www.netspend.com.

LOST OR STOLEN CARDS/UNAUTHORIZED TRANSFERS

If you believe your Card, Virtual Account or PIN has been lost or stolen, call **1-86-NETSPEND/1-866-387-7363** or write to: NetSpend, P.O. Box 2136, Austin, TX 78768-2136. You should also call the number or write to the address shown here if you believe an electronic fund transfer has been made using the information from your Card, Virtual Account or PIN without your permission.

Your Liability for Unauthorized Transfers

Contact us AT ONCE if you believe your Card, Virtual Account or PIN has been lost or stolen, or if you believe 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. If you do not notify us promptly, you could lose all the money in your Card Account.

Under Visa Rules, your liability for unauthorized Visa debit transactions on your Card Account is \$0.00 if you notify us within two (2) business days and you are not grossly negligent or fraudulent in the handling of your Card, PIN or Virtual Account. This reduced liability does not apply to PIN transactions not processed by Visa or ATM cash withdrawals.

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 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.

AMENDMENT AND CANCELLATION

We may (a) amend or change the terms and conditions of this Agreement or (b) cancel or suspend your Card Account or this Agreement at any time 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 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. Unless you are eligible for receipt of "Excess Funds," as described in the section labeled, "Activation/Registration," there is a fee for this service. For information about the fee, see the section labeled "*Fee Schedule.*" **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.

DELIVERY OF ELECTRONIC COMMUNICATIONS

The following E-Sign Disclosure and Consent ("**Disclosure**") applies to any and all communications or disclosures that we are legally required to provide to you in writing in connection with your Card Account and any related products and services ("**Communications**"), to the extent you have consented to receiving such Communications electronically. If you have not consented and would like to receive Communications electronically from us, please visit us online at www.netspend.com.

1. **Scope of Communications to Be Provided in Electronic Form.** When you use a product or service to which this Disclosure applies, you agree that we may provide you with any Communications in electronic format, and that we may discontinue sending paper Communications to you, unless and until you withdraw your consent as described below. Your consent to receive electronic communications and transactions includes, but is not limited to:

- All legal and regulatory disclosures and communications associated with your Card Account and any related products or services
- Your Cardholder Agreement and any notices about a change in terms of your Cardholder Agreement
- Privacy policies and notices
- Error Resolution policies and notices
- Responses to claims filed in connection with your Card Account
- Notices regarding insufficient funds or negative balances

2. **Method of Providing Communications to You in Electronic Form.** All Communications that we provide to you in electronic form will be provided either (1) via email (if you have elected to receive email messages from us), (2) by access to a website that we will designate in an email notice we send to you at the time the information is available, or (3) to the extent permissible by law, by access to the www.netspend.com website.

3. **How to Withdraw Consent.** You may withdraw your consent to receive Communications in electronic form at any time by contacting us at **1-86-NETSPEND/1-866-387-7363** or visiting the www.netspend.com website. If you do withdraw your consent, we will send subsequent Communications to you in writing to the most current mailing address we have for you in our records. We will not impose any fee to process the withdrawal of your consent to receive electronic Communications. Any withdrawal of your consent to receive electronic Communications will be effective only after we have a reasonable period of time to process your request for withdrawal. In the meantime, you will continue to receive Communications in electronic form. If you withdraw your consent, the legal validity and enforceability of prior Communications delivered in electronic form will not be affected.

4. **How to Update Your Records.** It is your responsibility to provide us with a true, accurate and complete email address (if you have elected to receive email messages from us), your contact information, and other information related to this Disclosure and your Card Account, and to maintain and update promptly any changes in this information. You can update information (such as your email address) through www.netspend.com or by contacting us at **1-86-NETSPEND/1-866-387-7363**.

5. **Requesting Paper Copies.** We will not send you a paper copy of any Communication, unless you request it or we otherwise deem it appropriate to do so. You can obtain a paper copy of an electronic Communication by printing it yourself or by requesting that we mail you a paper copy, provided that such request is made within a reasonable time after we first provided the electronic Communication to you. To request a paper copy, contact us by calling **1-86-NETSPEND/1-866-387-7363** or writing to us at NetSpend, P.O. Box 2136, Austin, TX 78768-2136. We may charge you a service charge for the delivery of paper copies of certain Communications provided to you electronically pursuant to

this authorization. See the section labeled "*Fee Schedule*" for details about this service charge. We reserve the right, but assume no obligation, to provide a paper (instead of electronic) copy of any Communication that you have authorized us to provide electronically.

6. Termination/Changes. We reserve the right, in our sole discretion, to discontinue the provision of your electronic Communications, or to terminate or change the terms and conditions on which we provide electronic Communications. We will provide you with notice of any such termination or change as required by law.

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.
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 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.

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

Purpose: This Arbitration Provision sets forth the circumstances and procedures under which claims (as defined below) may be arbitrated instead of litigated in court.

Definitions: As used in this Arbitration Provision the term “Claim” means any claim, dispute or controversy between you and us arising from or relating to the Card Account or this Agreement as well as any related or prior agreement that you may have had with us or the relationships resulting from this Agreement, including the validity, enforceability or scope of this Arbitration Provision or the Agreements. “Claim” includes claims of every kind and nature, including but not limited to initial claims, counterclaims, cross-claims and third-party claims and claims based upon contract, tort, fraud and other intentional torts, statutes, regulations, common law and equity. The term “Claim” is to be given the broadest possible meaning that will be enforced and includes, by way of example and without limitation, any claim, dispute or controversy that arises from or relates to (i) your Card Account; (ii) the amount of available funds in your Card Account; (iii) advertisements, promotions or oral or written statements related to your Card Account, or goods or services purchased with your Card or Virtual Account; (iv) the benefits and services related to your Card Account; and (v) your enrollment for any Card or Virtual Account. We shall not elect to use arbitration under the Arbitration Provision for any Claim that you properly file and pursue in a small claims court of your state or municipality so long as the Claim is individual and pending only in the court.

As used in the Arbitration Provision, the terms “we” and “us” shall for all purposes mean the Issuer, wholly or majority owned subsidiaries, affiliates, licensees, predecessors, successors, and assigns; and all of their agents, employees, directors and representatives. In addition, “we” or “us” shall include any third party using or providing any product, service or benefit in connection with any Card Accounts (including, but not limited to merchants who accept the Card or Virtual Account, third parties who use or provide services, debt collectors and all of their agents, employees, directors and representatives) if, and only if, such third party is named as a co-party with us (or files a Claim with or against us) in connection with a Claim asserted by you. As solely used in this Arbitration Provision, the terms “you” or “yours” shall mean all persons or entities approved by us to have and/or use a Card, including but not limited to all persons or entities contractually obligated under any of the Agreements and all additional Cardholders.

Initiation of Arbitration Proceeding/Selection of Administrator: Any Claim shall be resolved, upon the election by you or us, by arbitration pursuant to this Arbitration Provision and the code of procedures of the national arbitration organization to which the Claim is referred in effect at the time the Claim is filed. Claims shall be referred to either the Judicial Arbitration and Mediation Services (“JAMS”) or the American Arbitration Association (“AAA”), as selected by the party electing to use arbitration. If a selection by us of one of these organizations is unacceptable to you, you shall have the right within 30 days after you receive notice of our election to select the other organization listed to serve as arbitrator administrator. For a copy of the procedures, to file a Claim or for other information about these organizations, contact them as follows: (i) JAMS at 1920 Main Street, Suite 300, Los Angeles, CA 92614; website at

www.jamsadr.com; or (ii) AAA at 1101 Laurel Oak Road, Suite 100, Voorhees, NJ 08043; website at www.adr.org.

Significance of Arbitration: IF ARBITRATION IS CHOSEN BY ANY PARTY WITH RESPECT TO A CLAIM, NEITHER YOU NOR WE WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM IN COURT OR HAVE A JURY TRIAL ON THAT CLAIM, OR TO ENGAGE IN DISCOVERY EXCEPT AS PROVIDED FOR IN THE CODE OF PROCEDURES OF JAMS OR AAA, AS APPLICABLE (THE "CODE"). FURTHER, YOU WILL NOT HAVE THE RIGHT TO PARTICIPATE IN A REPRESENTATIVE CAPACITY OR AS A MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION. EXCEPT AS SET FORTH BELOW, THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING. NOTE THAT OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT ALSO MAY NOT BE AVAILABLE IN ARBITRATION.

Restrictions on Arbitration: If either party elects to resolve a Claim by arbitration, that Claim shall be arbitrated on an individual basis. 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. The arbitrator's authority to resolve Claims is limited to Claims between you and us alone, and the arbitrator's authority to make awards is limited to you and us alone. Furthermore, Claims brought by you against us or by us against you may not be joined or consolidated in arbitration with Claims brought by or against someone other than you, unless otherwise agreed to in writing by all parties.

Location of Arbitration/Payment of Fees: Any arbitration hearing that you attend shall take place in the federal judicial district of your residence. At your written request, we will consider in good faith making a temporary advance of all or part of the filing, administrative and/or hearing fees for any Claim you initiate as to which you or we seek arbitration. At the conclusion of the arbitration (or any appeal thereof), the arbitrator (or panel) will decide who will ultimately be responsible for paying the filing, administrative and/or hearing fees in connection with the arbitration (or appeal). If and to the extent you incur filing, administrative and/or hearing fees in arbitration, including for any appeal, exceeding the amount they would have been if the Claim had been brought in the state or federal court which is closest to the mailing address we have in our records and would have had jurisdiction over the Claim, we will reimburse you to that extent unless the arbitrator (or panel) determines that the fees were incurred without any substantial justification.

Arbitration Procedures: This Arbitration Provision is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C. Sections 1-16, as it may be amended (the "FAA"). The arbitration shall be governed by the applicable Code, except that (to the extent enforceable under the FAA) this Arbitration Provision shall control if it is inconsistent with the applicable Code. The

arbitrator shall apply applicable substantive law consistent with the FAA and applicable statutes of limitations and shall honor claims of privilege recognized at law and, at the timely request of either party, shall provide a brief written explanation of the basis for the decision. In conducting the arbitration proceeding, the arbitrator shall not apply the Federal or any state rules of civil procedure or rules of evidence. Either party may submit a request to the arbitrator to expand the scope of discovery allowable under the applicable Code. The party submitting such a request must provide a copy to the other party, who may submit objections to the arbitrator with a copy of the objections provided to the requesting party, within fifteen (15) days of receiving the requesting party's notice. The granting or denial of such request will be in the sole discretion of the arbitrator who shall notify the parties of his/her decision within twenty (20) days of the objecting party's submission. The arbitrator shall take reasonable steps to preserve the privacy of individuals, and of business matters. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The arbitrator's decision will be final and binding, except for any right of appeal provided by the FAA. However, any party can appeal that award to a three-arbitrator panel administered by the same arbitration organization, which shall consider anew any aspect of the initial award objected to by the appealing party. The appealing party shall have thirty (30) days from the date of entry of the written arbitration award to notify the arbitration organization that it is exercising the right of appeal. The appeal shall be filed with the arbitration organization in the form of a dated writing. The arbitration organization will then notify the other party that the award has been appealed. The arbitration organization will appoint a three-arbitrator panel which will conduct arbitration pursuant to its Code and issue its decision within one hundred twenty (120) days of the date of the appellant's written notice. The decision of the panel shall be by majority vote and shall be final and binding.

Continuation: This Arbitration Provision shall survive termination of your Card Account as well as voluntary payment of any debt in full by you, any legal proceeding by us to collect a debt owed by you, and any bankruptcy by you or us. If any portion of this Arbitration Provision is deemed invalid or unenforceable under any principle or provision of law or equity, consistent with the FAA, it shall not invalidate the remaining portions of this Arbitration Provision, the Agreement or any prior agreements you may have had with us, each of which shall be enforceable regardless of such invalidity.

This Cardholder Agreement is effective _____, 2014.

This Card is issued by MetaBank pursuant to a license from Visa U.S.A. Inc.
5501 S. Broadband Lane
Sioux Falls, SD 57108
1-866-387-7363

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

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