



Netspend[®] Debit Account Deposit Account Agreement

TABLE OF CONTENTS

Fee Schedule

Customer Service Contact Information

Important Notices

1. Definitions
2. About Your Account
3. Getting Started
4. Account Funds
5. Using Your Account
6. Confidentiality
7. Documentation
8. Truth-In-Savings Disclosures
9. Lost Or Stolen Cards; Unauthorized Transactions
10. Additional Terms of the Agreement
11. Optional Features & Services
12. Legal Notices
13. Delivery of Electronic Communications
14. Arbitration Agreement And Class Action Waiver

Fee Schedule

Monthly Fees

Monthly Fee	\$5 Standard monthly service fee.
-------------	---

ATM Fees

ATM Cash Withdrawal Fee	\$3 For each cash withdrawal conducted at a domestic or international ATM. You may also be charged a fee by the ATM operator.
ATM Balance Inquiry and ATM Transaction Decline Fee	\$1.50 Per ATM balance inquiry or declined ATM withdrawal transaction at a domestic or international ATM. You may also be charged a fee by the ATM operator.

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. You can check your balance for no fee via the OAC or Mobile App.

Optional Debit Card Overdraft Service

This optional service has Accountholder activation and eligibility requirements.

Overdraft Fee	\$20 Per transaction.
Maximum number of Overdraft Fees per calendar month	5
Overdraft Fee threshold	\$10 Once an Overdraft transaction is settled, and it creates a negative Actual Balance greater than ten dollars (\$10), you will have twenty-four (24) hours to add sufficient funds to your Account to bring your Account back to a zero or positive Actual Balance to avoid incurring any Overdraft Fee(s). <i>Please see your Deposit Account Agreement for additional information on avoiding Overdraft Fee(s).</i>

Additional Account Support

Over-the-Counter (OTC) Cash Withdrawal Fee at a Financial Institution	3% Fee applies per withdrawal and is in addition to any Foreign Transaction Fee (if any) at a bank location. A fee may also be assessed by a financial institution that is not a member financial institution (e.g., Visa or Mastercard).
Over-the-Counter Cash Withdrawal Fee at a Netspend Network location	Fees are determined and assessed by third parties and not the Bank. Fees, limits, and service availability vary by location. Visit your OAC or Mobile App for details.
Money Transfer Service Fee	\$3.00 per transaction of \$20.00 or more; \$1.50 per transaction of under \$20.00 Per any outgoing money transfer from your Account initiated through a third-party service such as Venmo, CashApp, PayPal, Western Union or other similar money transfer services. The service provider may charge additional fees.
Additional Statement Mailing Fee	\$5 Per statement requested. No fee to view, print, or download your statement via the OAC or Mobile App.

Additional or Replacement Cards	<p>\$3</p> <p>Per additional Card or replacement Card requested for lost, stolen, or damaged Cards.</p>
Expedited Card Delivery Fee (1-2 Business Day Delivery) and Return of Funds Check Fee	<p>\$20</p> <p>Expedited Card Delivery Fee is charged in addition to Replacement or Additional Card Fees when this service is requested. No fee for standard delivery. Return of Funds Check Mailing Fee is charged per check requested for the return of funds at Account closure.</p>
Decline Fee - ACH debit or preauthorized payment transactions	<p>\$1.50</p> <p>Per declined ACH debit or preauthorized payment transaction. This fee will be assessed for each unpaid transaction, including multiple times for the same transaction if a merchant submits it multiple times for payment. Avoid this fee by keeping track of your balance via the OAC or Mobile App, or by enrolling in Anytime Alerts. Limit of 5 fees per month.</p>
Foreign Transaction Fee	<p>4%</p> <p>4.00% fee assessed on all purchase transactions and cash withdrawals conducted outside of the U.S. or in a currency other than U.S. dollars, and is based on U.S. dollar amount of the transaction. Fee may be assessed for transactions conducted in U.S. territories.</p> <p>For cash withdrawal transactions, the surcharge is in addition to the ATM Cash Withdrawal Fee – International.</p>
Funds Transfer Fee	<p>Visit your OAC or Mobile App for a full range of transfer options between your Account and another account or third party. Depending on the transfer service you select, a fee may be assessed to your Account or to the transferor. The fee may be determined by a variety of factors set by the service provider, such as speed, amount, or destination. Some of the fees are assessed by third parties or the originating Bank, and are not assessed by Bank.</p>

Dispute Resolution

If you have questions or would like additional information

Please visit the OAC, Mobile App or call us at 1-866-647-6929. We will be happy to assist you. In addition, the Deposit Account Agreement governs the terms and conditions of Account(s) with us. Please refer to the Agreement for complete Account details.

Customer Service Contact Information

By Telephone	1-866-647-6929	Live Agent Hours: Monday-Friday 8 a.m. to 10 p.m. CT; Saturday-Sunday 8 a.m. to 8 p.m. CT
		The Telephone Automated Service is available twenty-four (24) hours a day.
By Mail	Ouro, P.O. Box 2136, Austin, Texas 78768-2136	
The OAC or Mobile App	Visit your Online Account Center or Mobile App for more information about your Account and the services available to you.	

Important Notices

1. Please read carefully. This Agreement contains an arbitration provision requiring all claims to be resolved by way of binding arbitration.
2. Always know the exact dollar amount available in your Account. Merchants may not have access to determine the Account Balance.
3. By opening, maintaining, funding, or applying for this Account, you agree to be bound by the terms and conditions contained in this Agreement. This Agreement incorporates the following disclosures: (1) the Fee Schedule; (2) Electronic Signatures in Global and National Commerce Act (“E-Sign”) Disclosure; (3) our Privacy Policy; and (4) any additional disclosures regarding your Account and/or related features or services that the Bank may provide to you from time to time.
4. As explained in further detail in the E-Sign Disclosure, authorization to electronically receive any and all communications or disclosures related to your Account and any related products and services is a condition of this Account, meaning that if you revoke your consent to receive such communications and disclosures electronically you understand that we will immediately close your Account.
5. We may close the Account at any time, with or without cause (see the section labeled “Account Closure,” below, for more information).

This consumer Deposit Account Agreement (“**Agreement**”) sets forth the terms and conditions that govern your Netspend Debit Account (“**Account**”). “**Accountholder**,” “**you**,” and “**your**” means the person who has opened and owns the Account. “**We**,” “**us**,” “**our**,” and “**Bank**” mean Pathward®, National Association, a federally chartered bank, Member FDIC, and our successors, affiliates, or assignees. “**Ouro**” refers to **Ouro Global, Inc.**, which performs certain services related to your Account on our behalf. Please read this Agreement carefully and keep it for future reference.

1. Definitions

“Access Device” means your Card, PIN, password, and any other code or device that we make available to access your Account.

“Account Opening Date” means the date that you have completed the steps necessary to open and use your Account.

“ACH” means the Automated Clearing House Network, a funds transfer system governed by the Nacha (National Automated Clearing House Association) rules, that provides funds transfer services to participating financial institutions.

“Actual Balance” is the aggregate amount of funds in your Account according to our records and includes electronic credits and all deposits, and is shown as “Balance” in the Online Account Center And Mobile App. Your Actual Balance may be different than your Available Balance.

“Annual Period” is a recurring twelve (12) month period that ends on the anniversary of your Account Opening Date and that determines whether you have met the annual Overdraft Fee cap (e.g., If your Account Opening Date is January 1, 2021, your Annual Period ends on December 31, 2021 and resets on January 1, 2022). The Account Opening Date is provided on the Overdraft Service page in the OAC and Mobile App for reference. See the section labeled *“Optional Features and Services”* for the Overdraft Service eligibility requirements.

“ATM” means Automated Teller Machine.

“Available Balance” is the amount of funds in your Account available for withdrawal and authorizing transactions, which may be different than your Actual Balance. The Available Balance is reduced by 1) the amount of pending transactions, such as a point-of-sale transaction; 2) funds on hold in accordance with our Funds Availability Policy; 3) our receipt of notice that a transaction will be presented or returned; and 4) our receipt of legal process relating to your Account.

“Business Day” means any day of the week that is not a Saturday, Sunday, or federal holiday. Any references to “days” found in this Agreement means calendar days unless indicated otherwise. Non-Business Days are considered part of the following Business Day.

“Card” means the debit card that may be used as an Access Device for the funds deposited in your Account as further described in the section below labeled *“Using Your Account.”*

“Cash Transfer” means a transfer of funds sent to the Bank for deposit into your Account or a request sent to the Bank for withdrawal of funds from your Account initiated by you using a money transmission service provider.

“Customer Service” means the Customer Service we make available for your Account, available at the address, website, and phone number listed in the section labeled *“Customer Service Contact Information.”*

“Digital Card” (as further described in the section labeled “Digital Card”) means an Access Device issued to you by the Bank that may be used when connecting your Account to a third-party digital wallet.

“Direct Deposit” means an ACH credit intended for, or posted to, your Account. A Direct Deposit may include payroll, pension, state, or federal payments (including Social Security benefits), from your employer or other originator.

“EFT” means electronic funds transfer transactions.

“Fee Schedule” refers to the document listing fees applicable to your Account, which is attached to this Agreement as amended from time to time.

“Financial Service” means your Account or any financial product or service made available by us through the OAC or Mobile App or otherwise in connection with your Account.

“Funds Availability Policy” means the Funds Availability Policy set forth below.

“Item” means service charges, electronic items or transactions, drafts, preauthorized payments, automatic transfers, telephone-initiated transfers, ACH transactions, online banking transfers, adjustments, and any other instruments or instructions for the payment, transfer, or withdrawal of funds.

“Mobile App” means the Mobile Application made available to you by the Bank or its service provider through which you may obtain information regarding, and otherwise manage, your Account. Please note: Message and data charges may apply from your wireless service provider when using the Mobile App. **If you acquired your Account through the Mobile App, you may not have access to your Account through the OAC.**

“Online Account Center” or **“OAC”** means the website listed above under the Customer Service contact information and through which you may obtain information regarding, and otherwise manage, your Account. **The OAC may not be available to you if you acquired your Account through the Mobile App.**

“Password” means the password associated with your User Name that you use to access the OAC and/or Mobile App.

“Personalized Card” means a Card that has been personalized with your name.

“PIN” means a Personal Identification Number used in connection with your Card to conduct Account transactions, as further described in the section below labeled *“Using Your Account.”*

“Temporary Card” means a Card that is non-personalized and provides limited access to the Account. For example, additional identity verification may be required if your Personalized Card has not been activated.

“User Name” means the user name that you establish to access the OAC and/or Mobile App.

“Virtual Card” (as further described in the section labeled “Virtual Card”) means a temporary Access Device issued to you by Bank that you may use to access your Account for telephone or online transactions, without needing to present your Card.

2. About Your Account

Your Account is a demand deposit account (“DDA”). Transfers made to or from the Account may be made electronically or through other

methods made available by us. The Account is not a prepaid account or a credit product. This Account is not designated for business use, and we may close your Account if we determine that it is being used for business purposes. We may close your Account or refuse to process any transaction involving your Account that we believe may violate the terms of this Agreement or represents illegal or fraudulent activity. When we receive funds that you deposit to your Account, the funds are insured by the Federal Deposit Insurance Corporation (“FDIC”), subject to applicable limitations and restrictions of such insurance.

Once you fund your Account, you will be able to provide Pathward, N.A., with instructions about the funds accessible through your Account. Your funding or use of your Account authorizes us to hold your funds at Pathward, N.A., or act as your custodian to place your funds at one or more participating FDIC-insured banks (each a “Program Bank”). Visit our website at www.pathward.com/programbanks to find the most up-to-date list of Program Banks. If you do not agree to Pathward, N.A., placing your funds as custodian at other Program Banks, please immediately transfer or spend all the funds in your Account or contact Customer Service above to close your 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 in direct 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>. You may not use your Account for any illegal transactions or any activity prohibited by this Agreement. 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.

You agree to pay the charges as shown on the Fee Schedule. We will deduct the charges directly from your Account when you incur them. We will not be liable for dishonor of any item resulting from our deduction of any charges as authorized by this Agreement. Fees assessed to your Account may bring your Available and/or Actual Balance negative. Any time your available and/or Actual Balance is less than the fee amount assessed to your Account or your Available and/or Actual Balance is already negative, the assessment of the fee may result in a negative Available and/or Actual Balance on your Account or increase the negative Available and/or Actual Balance on your Account, as applicable. If that occurs, any subsequent deposits to your Account will first be applied to the negative Available and/or Actual Balance.

Your Account does not offer a check-writing feature. You may not write checks on your Account or order checks for your Account from the Bank. Any transactions to your Account that involve a check drawn on your Account, including written checks, check by phone,

or third-party authorizations that come through as a check, will not be honored. However, you may have access to a preauthorized check feature made available by a third party. Please visit the OAC or Mobile App for more information about this feature. When providing account and routing numbers to merchants to make a payment (whether in person, electronically, or over the phone) you need to ensure that the merchant is using the ACH system to process the transaction as an electronic debit, as ACH is an accepted form of payment for your Account. If the merchant processes a payment as a check, the check may be rejected and not paid. The merchant may charge a fee if this happens. You may not use your Card Number or your Account number and our routing number in connection with the creation and/or negotiation of any financial instruments, such as checks, which we have not authorized.

3. Getting Started

Verification Process

Important information for opening an 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 an Account.

What this means for you: When you apply to open an Account, we will ask for your name, street address, date of birth, government ID number, and other information that will allow us to identify you. We may also ask to see a copy of your driver's license or other documents at any time.

Accounts are opened subject to our ability to verify your identity by requiring acceptable types of identification. We may validate the information you provide to us to ensure we have a reasonable belief of your identity. If we are unable to verify your identity to our satisfaction, we will not open your Account or we may provide you an Account with use restrictions (“**Conditional-Use Account**”) or close the Account if it was previously funded. We reserve the right to not open an Account for anyone in our sole discretion. We may also limit the number of Accounts that you have in our sole discretion. Your Account is subject to fraud prevention restrictions at any time, with or without notice.

Eligibility and Activation: To be eligible to use and open this Account, you represent and warrant to us that: (i) you are citizen or permanent resident of the fifty (50) United States or the District of Columbia who can lawfully enter into and form contracts under applicable law in the state in which you reside; (ii) the personal information that you have provided to us is true, correct, and complete; and (iii) you have read this Agreement and agree to be bound by, and comply with, its terms.

Account Opening. In order to open an Account, you must make an initial deposit of \$10 or more, provide all of the personal and financial information required and pass the mandatory identity verification described above. In addition, to use a Card you receive from us in connection with your Account, you must activate it by calling **1-866-647-6929**, visiting the OAC, or using the Mobile App. You will select a PIN when you activate your Card.

Retail Locations. If you acquired your Account through a participating Retail Location (“**Retail Location**”), the Retail Location will distribute all required Account disclosures, including this Agreement and a Temporary Card, and will collect the personal and financial information required for us to attempt to verify your identity. If we are unable to verify your identity to our satisfaction, we will not open your Account, but you may have a Conditional-Use Account as provided below. As more fully described below, if we fully or partially verify your identity at a Retail Location, you will be required to complete the Account registration process through the OAC or Mobile App, including any further validation required to verify your identity.

Fully Verified Identity: If we fully verify your identity at the Retail Location, you must log in to the OAC or Mobile App to complete the Account registration process and activate your Temporary Card for use. Once you complete the online Account registration process, you will have full use of your Account and Temporary Card.

Partially Verified Identity: If we cannot fully verify your identity at the Retail Location, you will be limited to one initial cash transfer at the Retail Location in an amount not to exceed one thousand dollars (\$1,000). In order to use your Account, you must log in to the OAC or Mobile App to complete the Account registration process, resolve any identity verification issues, and activate your Temporary Card for use.

- If you successfully complete the Account registration process online, resolve the identity verification issues, and activate your Temporary Card, you will have full use of your Account.
- If you are unable to resolve the identity verification issues, we may allow you to access your Account on a restricted basis as a Conditional-Use Account. See “Conditional-Use Account Restrictions” below for details.

Mobile App or Online Acquisition: If you acquired your Account Online or through the Mobile App, all required Account disclosures will be distributed electronically, including this Agreement, and we will collect the personal information required for us to attempt to verify your identity.

Fully Verified Identity: If we fully verify your identity, and once you complete the online Account registration process, you will have full use of your Account.

Partially Verified Identity: If we cannot fully verify your identity, you will be limited to one initial deposit in an amount not to exceed one thousand dollars (\$1,000), and we may, at our discretion, allow you to temporarily use your Account on a restricted basis as a Conditional-Use Account. See “Conditional-Use Account Restrictions” below for details.

Conditional-Use Account Restrictions: If you have a Conditional-Use Account, you will have the following restrictions.

Account Limits: No additional funds may be added to the Conditional-Use Account outside of your initial deposit.

Account and Card Use Restrictions:

With a Conditional-Use Account, you will be permitted to:

- Conduct domestic (U.S.) Transactions with your Card, Card Number, or Access Device.
- Conduct PIN-based transactions, including ATM withdrawals, with your Card or Card number.
- Conduct Over-the-Counter Withdrawals at a Financial Institution with your Card.

With a Conditional-Use Account, you will not be permitted to use your Account information, Card, or Access Device to:

- Conduct any international transactions.
- Conduct Account-to-Account transfers.
- Conduct any recurring payments with your Card, Card Number, or Account number.
- Add any additional funds to your Account, irrespective of Deposit Method, source or type.
- Enroll in Debit Card Overdraft Services, Purchase Cushion, a Savings Account, or any transfer feature available to customers with an Account with full use.

If you have a Conditional-Use Account and you resolve your identity verification issues, your restrictions will be lifted and you will have full use of your Account.

4. Account Funds

Deposits

Deposits may be made only in the form and manner we permit in our sole discretion. We may, in our sole discretion, refuse to accept any deposit. If an item you deposit is returned unpaid, we will debit your Account, and assess any other fee we pay or loss we incur. In addition, you are liable to us for all costs and expenses related to the collection of any amount from you. Funds deposited to your Account are available as described below in the “Funds Availability Policy” section. Cash Transfers to your Account will not be FDIC insured until we receive the funds even if we make the funds available to you prior to receipt as described below. **YOU CANNOT MAKE ANY KIND OF DEPOSIT THROUGH ANY ATM.**

Limits

The following limits apply to deposits and transfers to your Account. Available Deposit Methods and limits are subject to verification of our identity (see the section labeled “Getting Started” for details):

Deposit Method	Limit	Frequency
Initial deposit for a Partially Verified Account <i>(see Section 3)</i>	\$1,000	One time.
Direct Deposit or ACH transfers (including preauthorized recurring transfers) from another financial institution	No limit <i>(Manual review may be conducted on deposits exceeding \$15,000.)</i>	None

Cash Transfers sent to us through the Netspend Network	\$7,500 per transaction	None
	\$7,500 per day	None
	\$15,000 per 30-day period	None.
Funds transmitted to us through eligible third-party money transmission service providers or other third party seeking to transfer funds to your Account.	Limit and frequency of deposits varies based on service selected; please see third-party service terms and conditions for limits specific to the service selected.	

If you arrange to have funds deposited directly to your Account through an ACH credit transaction, you must enroll with the entity making the payment to you by providing our routing number and your Account number. This information may be found in the OAC or Mobile App. Cash Transfer providers may require you to meet certain identification requirements, including presenting your Card, in order to complete Cash Transfers. Except for the deposit transactions set forth above that you have authorized, no other person can deposit money into your Account on your behalf, and we reserve the right to reject any such deposit. We will not accept any checks, money orders, or cash mailed or otherwise provided to us for deposit, or any inbound wire transfers to your Account. We are not liable for any checks, money orders, or cash mailed to us.

FEDERAL PAYMENTS: THE ONLY FEDERAL PAYMENTS THAT MAY BE DEPOSITED TO YOUR ACCOUNT VIA AN ACH CREDIT ARE FEDERAL PAYMENTS FOR THE BENEFIT OF THE ACCOUNTHOLDER. IF YOU HAVE QUESTIONS ABOUT THIS REQUIREMENT, PLEASE CALL CUSTOMER SERVICE.

We may, through the OAC, Mobile App, or otherwise, offer you additional ways to transfer funds to your Account from time to time, and any terms, fees, or limits applicable to any of these methods will be disclosed to you at the time they are offered to you.

Funds Availability Policy

The availability of your deposit varies, depending on the type of deposit, and is explained below. Availability or use of funds deposited to the 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.

We may accept, pay, certify, or charge Items to your Account in the order we choose. Even if we provisionally post Items to your Account during the day, we may treat them as if we received all of them at the end of the day.

Generally, your deposits and withdrawals are processed as follows:

Unless manual review is needed, Direct Deposits and any other ACH credits are added to your Available and Actual Balance at the time we receive and process the applicable ACH file or at the time we receive pending deposits that are immediately available for your use. You may arrange to have funds transferred by ACH to your Account by your employer

or other appropriate payor. In case of transmission error, or transfer irregularity, your ability to withdraw funds may be delayed. If this occurs, then funds will generally be available within five (5) Business Days after we receive the deposit.

ACH debits are deducted from your Available and Actual Balance in the order of lowest to highest dollar amount if multiple ACH debits with the same effective date are present in a single ACH file that we process or if multiple ACH debits are received with an effective date in the future. ACH debits that exceed your Actual Balance at 8:00 p.m. Central Time will be returned.

Transactions received during the day are processed as they occur. PIN or signature debit card transactions, including any applicable transaction fees, received during the day are debited from your Available Balance as they occur if there is a sufficient Available Balance in the Account to pay them.

Please note: Your Available Balance may not reflect every transaction you have initiated or previously authorized (e.g., preauthorized debit transaction holds that are later released). Your Actual Balance reflects all transactions that have settled.

Fees for services we provide that have not already been debited from your Account are deducted from your Available and Actual Balance.

Funds sent to us through eligible third-party service providers offering funds transfer services or Cash Transfer services (i.e., at a retail reload location). Generally, funds that we receive from you through one of these eligible third-party service providers will be available to you within one (1) hour from the time we receive and process them from the third-party service provider. Please see the applicable third-party service provider's terms of service for information about their processing and transmission timeframes.

Other Types of Deposits. Funds availability rules for other types of deposits will be disclosed to you at the time those other deposit options are offered to you.

Note that after we make funds available to you, and you have spent, sent, or withdrawn all or a portion of the funds, you are still responsible for any problems involving your deposit. If you have arranged to have Direct Deposits made to your Account, you may call us at 1-866-647-6929 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 Fee Schedule above.

5. Using Your Account

Accessing Funds and Limitations

Each time you use your Card or another permitted method to access funds in your Account, the Available Balance in your Account will be reduced by the amount of the transaction and applicable fees. Generally, you may not exceed the Available Balance in your Account through an individual transaction or a series of transactions - unless we decide, in our sole discretion, to approve such transaction(s) because you have (a) qualified for Purchase Cushion coverage or

(b) opted to participate in and have qualified for the Debit Card Overdraft Service. If you do not qualify for either the Purchase Cushion or the Overdraft Service (each defined in more detail below), and any transaction(s) exceeds the balance of the funds available in your Account, you will remain fully liable to us for the amount of the transaction(s) and any corresponding transaction fee(s) and agree to pay us promptly for the negative balance. If your Account has a negative balance, any deposits will be used to offset the negative balance. We may also, to the extent permitted by applicable law, use any deposit or balance on another account you have with us to offset a negative balance in your Account. If you have not deposited sufficient funds to your Account to cover the negative balance within sixty (60) days of its creation, we may close your 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 account(s) you may have with us. 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. The following types of electronic funds transfers are available on your Account:

ACH Transfers. You may provide another party the ability to initiate transfers to or from your Account (on a one-time or recurring basis) through an ACH transaction. If you authorize the party initiating the withdrawal or deposit with advance authorization to make recurring ACH transfers to or from your Account, the transfers are referred to as “preauthorized transfers.”

Preauthorized Credits/Debits. We accept, on your behalf, preauthorized credits and debits to your Account. You may also arrange for recurring payments to merchants and other parties using bill pay services made available through eligible third-party bill payment service providers. We may conduct these transactions via ACH transfer. Each of these services has unique fees associated with the transaction - please see the Fee Schedule above. When you provide the party initiating the withdrawal or deposit with advance authorization to make recurring ACH transfers to or from your Account, the transfers are referred to as “**preauthorized transfers.**” Because these preauthorized transfers are performed electronically through the ACH, they are governed by federal regulations pertaining to EFT services. These regulations entitle you to certain benefits and protections in connection with the EFT services, such as the right to receive a copy of your written authorization to debit your Account from the party that obtains it.

Card Transactions. Any Card issued by us to you remains our property and must be surrendered upon demand. To guard against someone initiating a transaction that you have not authorized, you must take all reasonable precautions to prevent any other person from learning your PIN. If you permit or authorize another person or entity to use your Card or PIN, you may be liable for all resulting transactions and fees incurred. You must notify us to revoke permission for any person or entity you previously authorized to use your Card, Card Number, or PIN. If you notify us to cancel another’s use of your Card, Card Number, or PIN, we may cancel your Card and issue a new Card to you with a different number.

Cash Access. With your PIN, you may use your Card to obtain cash from any ATM or any Point-of-Sale (“**POS**”) device,

if and as permitted by the relevant merchant, bearing an acceptance mark displayed on the Card. ATM transactions are treated as cash withdrawal transactions. You may also obtain your Available Balance through certain ATMs. A fee may be associated with the use of your Card to obtain cash or Available Balance information. For information about these fees, please see the Fee Schedule above. In addition, some or all transactions may be subject to a surcharge assessed by the terminal owner. Any cash withdrawn through an ATM or POS device transaction, or through a participating bank, will be subject to the limitations set forth in the section below labeled "Limits." Cash withdrawals are available up to the daily authorization limits disclosed below, provided the Available Balance in your Account is greater than or equal to the amount requested plus any fees that may be charged along with the cash withdrawal. Cash withdrawals may also be subject to varying daily limits at the terminal owner's discretion. If you use your Card and PIN to obtain Available Balance information through an ATM, please note that the Available Balance information provided may not reflect recent transactions and may include funds that are not available for immediate withdrawal.

Purchase Transactions. You may use your Card to purchase goods and services from merchants that accept Cards bearing an acceptance mark displayed on the Card as a method of payment. If you do not have enough funds available in your Account to cover the total amount of a purchase transaction, you can instruct the merchant to charge a part of the purchase to your Card and pay the remaining amount with cash or another payment method. These transactions are called "split transactions." Some merchants do not allow customers 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 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 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. You do not have the right to stop payment on any purchase or payment transaction initiated by use of your Card, except as otherwise permitted in this Agreement. If you authorize a transaction and then fail to complete the transaction, the approval may result in a hold. If you use your Card at an automated fuel dispenser ("pay at the pump"), the merchant may preauthorize the transaction amount up to \$100 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 are entitled to a refund for any reason for goods or services obtained with your Card or Account, you agree to accept credits to your Account for such refunds and agree to the refund policy of the relevant merchant. Merchant refunds in an amount the same as or less than the amount of the corresponding debit will post to your 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 Account. We are not responsible in any way for any goods or services you decide to purchase, including, without limitation, their quality, safety, legality, or delivery. We will not become involved in any dispute involving such goods or services. If you have a problem with a purchase that you made with your Card, or if you have a dispute with the merchant, you must attempt to handle it directly with the merchant. You also agree to release us and our respective directors, officers, employees, and agents from any and all claims, demands, and damages between persons using and accepting the Card associated with your Account, including any claims, demands, or damages arising out of or related to the purchase or sale of goods or services.

We are not responsible in any way for any goods or services you decide to purchase, including, without limitation, their quality, safety, legality, or delivery. We will not become involved in any dispute involving such goods or services. You also agree to release us and our respective directors, officers, employees, and agents from any and all claims, demands, and damages between persons using and accepting the Cards issued to you, including any claims, demands, or damages arising out of or related to the purchase or sale of goods or services.

Transfers to Your Other Accounts. You may transfer funds to an optional linked Savings Account (“**Savings Account**”). Separate terms and conditions apply to the Savings Account; see the OAC or Mobile App for additional information. You may also direct that funds be transferred from your Account to other accounts you own and hold with us or certain other financial institutions by using a transfer option available in the OAC or Mobile App; see the OAC or Mobile App for additional information.

Transfers to Third Parties. You may transfer funds from your Account to third-party accounts or persons by using a transfer option available in the OAC or Mobile App. Once the transfer has occurred, it is irrevocable.

Limits

The following limits apply to transactions on your Account:

Spend Method	Limit	Frequency
Point-of-Sale Purchase Transactions <i>(PIN-based or Signature-based)</i>	\$5,000 per transaction	None
Cash Withdrawals at a Financial Institution <i>(OTC Cash Withdrawal)</i>	\$5,000 per transaction	None

ATM Cash Withdrawals <i>(domestic or international)</i>	\$400 per transaction	None
	\$1,000 per day	None
Cash Transfers sent to us through the Netspend Network	\$1,500 per day	Maximum four (4) per day.
	\$2,500 per week	Per rolling seven (7) day period, incoming or outgoing; maximum of ten (10) transfers.
	\$3,500 per month	Per rolling thirty (30) day period, incoming or outgoing; maximum of forty (40) transfers.
Funds transmitted to a third party (person or account) electronically by an eligible third-party money transmission service provider (e.g., a non-ACH transfer through a third-party service provider)	Limit and frequency of deposits varies based on service selected; please see third-party service or third-party financial institution terms and conditions for limits specific to the service selected.	
Preauthorized Debits to a third party (person or service provider)	Limit and frequency of deposits varies based on service selected; please see third-party service or third-party financial institution terms and conditions for limits specific to the service selected.	

Foreign Transactions

If you make a purchase or obtain cash using your Card in a currency other than U.S. dollars or a country other than the U.S. (“Foreign Transaction”), the amount deducted from your Account will be converted by the network or card association that processes the transaction into an amount in the currency of your Account. The rate they choose is either: (i) selected from the range of rates available in wholesale currency markets (which may vary from the rate the association itself receives) or (ii) the government-mandated rate in effect for the applicable central processing date. The conversion rate selected by the network is independent of any fee that we charge as compensation for our services. You will be charged a fee for Foreign Transactions in U.S. dollars as disclosed in the Fee Schedule. **Fees may be assessed for transactions conducted in U.S. territories.** If a Foreign Transaction results in a credit due to a return, we will not refund any Foreign Transaction Fee that may have been charged on your original purchase.

Preauthorized Transfers

Right to stop payment and procedure for doing so. If you have told us in advance to make regular payments out of your Account, you can stop any of these payments. Here’s how: Call or write us with the Customer Service information above in time for us to receive your request at least three (3) Business Days or more before the payment is scheduled to be made. If you call, we may also 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 may be a fee associated with each stop payment order you give. For information about the fee, please see the Fee Schedule. To stop a recurring payment to a merchant you have preauthorized to debit your Account, you may also contact the merchant to request that the recurring payment be cancelled. If you have arranged for recurring payments to a merchant using the bill pay services available through

an eligible third-party service provider, you should first contact the applicable third-party service provider to cancel the recurring payment.

Notice of varying amounts. If these regular payments vary in amount, the person you are going to pay is required to tell you, 10 days before each payment, when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.

Liability for failure to stop payment of preauthorized transfer. If you order us to stop one of these payments three Business Days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

Our Liability for Failure to Complete Transactions

If we do not complete a transaction to or from your Account on time or in the correct amount according to our Agreement with you, we will be liable for your losses and damages. However, there are some exceptions. We will not be liable, for instance:

1. If, through no fault of ours, you do not have enough funds available in your Account to complete the transaction;
2. If a merchant refuses to accept your Card;
3. If an ATM where you are making a cash withdrawal does not have enough cash;
4. If an electronic terminal where you are making a transaction does not operate properly and you knew about the problem when you initiated the transaction;
5. If access to your Account has been blocked after you reported your Card, PIN, or other Access Device 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 communications failure) prevent the completion of the transaction, despite reasonable precautions that we have taken;
9. In the case of preauthorized credits, the data from the third party is not received, is incomplete, or is erroneous; or
10. For any other exception stated in our Agreement with you.

6. Confidentiality

We may disclose information to third parties about your 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 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;
5. To our employees, auditors, affiliates, service providers, or attorneys as needed; or
6. As otherwise necessary to fulfill our obligations under this Agreement.

7. Documentation

Periodic Statements

You will be able to review Account transactions and Account statements through the OAC or Mobile App. You should review your transaction history regularly to protect your rights, including your right to dispute transactions that you believe are unauthorized. We will send you an email that your Account statement is available on the OAC or Mobile App, and the Account statement shall be deemed received on the date that it is posted to the OAC or Mobile App.

Periodic statements will be available for each monthly cycle in which an EFT occurs. If no EFT has occurred, a periodic statement will be provided at least quarterly. If your Account is dormant, we may stop sending you Account statement emails, posting statements to the OAC or Mobile App, or both (see the “Unclaimed Property – Accounts Presumed Dormant or Abandoned” section for more details on inactive Accounts).

Receipts

You can get a receipt at the time you make any transfer to or from your Account using an ATM or point-of-sale terminals. You may need a receipt in order to verify a transaction with us or the merchant.

8. Truth-In-Savings Disclosures

The following disclosures apply to your Account. If you open an optional linked Savings Account additional Truth-in-Savings disclosures apply, which are provided in the Savings Agreement that are presented to you when you enroll.

Rate Information: There is no interest rate on your Account, and your annual percentage yield is zero (0%).

Balance Information

Minimum Balance Requirements: You must deposit a minimum of \$10.00 to open an Account. No minimum balance is required to maintain an Account, avoid the imposition of any fees, or obtain the disclosed annual percentage yield.

Fees: Fees apply to this Account. Please refer to the Fee Schedule at the start of this Agreement for a complete listing of the fees applicable to this Account.

9. Lost or Stolen Cards; Unauthorized Transactions

Contact Customer Service Immediately

If you believe your Card, PIN, or Access Device has been lost or

stolen, contact Customer Service. You should also call or write to Customer Service if you believe a transfer has been made without your permission.

Your Liability for Unauthorized Transfers

Tell us AT ONCE if you believe your Card or Access Device has been lost or stolen, or if you believe that an electronic funds transfer has been made without your permission. Calling Customer Service is the best way of keeping your possible losses down. You could lose all the money in your Account. If you tell us within 2 Business Days after you learn of the loss or theft of your Card or Access Device, you can lose no more than \$50 if someone used your Card, Account, or Access Device without your permission. If you do NOT tell us within 2 Business Days after you learn of the loss or theft of your Card or Access Device, and we can prove we could have stopped someone from using your Card, Account, or Access Device without your permission if you had told us, you could lose as much as \$500. If your Card, PIN, or Access Device has been lost or stolen, we will deactivate your Card or Access Device, as applicable, and issue you a new one to keep losses down.

Also, if your statement shows transfers that you did not make, including those made by your Card or other means, tell us at once. If you do not tell us within 60 days after the FIRST Account statement on which the transfer appeared was sent (or delivered through the OAC or Mobile App), you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods for a reasonable period.

In case of errors or questions about your Electronic Transfers

Call Customer Service, write to Customer Service, or email us at customerservice@netspend.com as soon as you can if you think your Account statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent (or delivered through the OAC or Mobile App) you the first statement on which the problem or error appears. You will need to tell us:

1. Your name and Card or Account number;
2. A description of the error or the transaction you are unsure about;
3. An explanation of why you believe it is an error or why you need more information; and
4. The dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 Business Days. We will determine whether an error occurred within 10 Business Days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your Account within 10 Business Days for the amount you think is in error, so that you will have the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 Business Days, we may not credit your Account. For errors involving new Accounts, point-of-

sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new Accounts, we may take up to 20 Business Days to credit your Account for the amount you think is in error. We will tell you the results within three Business Days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents we used in our investigation. If you have any further questions regarding our error resolution procedures, please contact Customer Service.

Your Liability for Unauthorized Visa or Mastercard Transactions

If your Card bears the Mastercard acceptance mark, under Mastercard's Zero Liability Policy, your liability for unauthorized transactions using your Card is \$0 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.

If your Card bears the Visa acceptance mark, under Visa's Zero Liability Policy, your liability for unauthorized transactions on using your Card is \$0 if you notify us immediately and are not negligent or fraudulent in the handling of your Card. These provisions limiting your liability do not apply to debit transactions not processed by Visa or foreign ATM withdrawals.

10. Additional Terms Of The Agreement

Personal Identification Number ("PIN")

You will select a Personalized Identification Number ("PIN") when you activate your Card. You should not write or keep your PIN with your Card. Never share your PIN with anyone and do not enter your PIN into any terminal that appears to be modified or suspicious. If you believe that anyone has gained unauthorized access to your PIN, you should advise us immediately, following the procedures in this Agreement.

Card Replacement and Expiration

If you need to replace your Card for any reason, please contact Customer Service (fees may apply; see the Fee Schedule). You will be required to provide personal information which may include your Card Number, full name, transaction history, and similar information to help us verify your identity. Please see the Fee Schedule for any applicable fees to replace your Card. Please note that your Card has a "Valid Thru" date on the front of the Card. You may not use the Card after the "Valid Thru" date on the front of your Card. You will not be charged a fee for replacement Cards that we send due to expiration of the Card.

Additional Cards/Authorized Users

The Account may only be owned and titled in the name of one individual. Account ownership is nontransferable. The Account cannot be owned or titled jointly, by an organization, as "Payable on Death" or "In Trust For." You may not permit another person to have access to your Card or Account. If you do provide access to your Card or Account, you are liable for all transactions conducted using the Card and any additional Card or the Account. You are wholly

responsible for the use of each Card and Account according to the terms of this Agreement, subject to the terms of this Agreement and applicable law.

Communications

You agree that we may monitor and record any calls or other communications between us and you. You also agree that we or our service providers may contact you with any contact information you provide to us, including cellular and wireless phone numbers, landline numbers, and email addresses. You also agree that we or our service providers may contact you by using an automated dialing or email system, by text, or artificial or recorded voice. You agree to pay any service charges assessed by your plan provider for communications we send or make to you or that you send or make to us.

Change of Address

You are responsible for notifying us immediately upon any change to your address or email address. If your address changes to a non-U.S. address, we may close your Account and return funds to you in accordance with this Agreement. You are responsible for notifying us of any change in your physical address, mailing address, email address, phone number, or your name, no later than two (2) weeks after said change. 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 WITH REASONABLE TIME TO ACT UPON IT.

We cannot accept responsibility for any email messages not received by you, or for any delay in the receipt or delivery of any email notifications. If you make your email account available to any other individual, you agree that you are responsible for any release of any Account information to such individual. It is your sole responsibility to ensure that the email address you provide to us is current and accurate. We are not responsible for loss of messages and other consequences if you do not provide an accurate and current email address.

Unclaimed Property: Accounts Presumed Inactive or Abandoned. For security reasons, we may refuse a withdrawal or transfer from Accounts we internally classify as dormant if we cannot reach you in a timely fashion to confirm the transaction's authorization. Your Account is dormant if your Account has not had any activity, that is, no purchases; no cash withdrawals; no deposits; or no balance inquiry fees, for three hundred sixty-five (365) consecutive days. We may transfer (escheat) your property to the appropriate state if no activity occurs in the Account or you fail to communicate with us regarding your Account within the time period specified by state law. We may consider an Account inactive even if you maintain another active account with us. We may impose a fee for sending a dormant Account notice to you prior to transferring the funds to the state. If funds are transferred to the state, you may file a claim with the state to recover the funds. We will have no further liability to you for such funds. When the funds in your Account are delivered to the state, your Account is closed. We encourage you to make sure your Account remains active, so you have full use of your Account, and

avoid the potential of having your Account funds transferred to the state as “abandoned or unclaimed property.”

11. Optional Features and Services

Purchase Cushion

The Purchase Cushion is a special feature available exclusively to Accountholders who have received qualifying Direct Deposits of paychecks and/or government benefits payments totaling at least five hundred dollars (\$500) within one (1) calendar month. If you have these qualifying Direct Deposits, the Purchase Cushion feature will be available for as long as the Account remains open and in good standing. Qualifying for Purchase Cushion is a one-time requirement.

WHAT YOU NEED TO KNOW ABOUT PURCHASE CUSHION

You generally do not have the right to make transactions or incur fees in amounts exceeding the Available Balance of your Account. We reserve the right to deny any transaction if available funds in your Account are insufficient to cover any transaction, fees, or other charges. However, as a non-contractual courtesy, and in our sole discretion, upon qualifying for the Purchase Cushion, we may authorize one-time (non-recurring) PIN- and signature-based purchase transactions that you request that create up to a \$10 negative Available Balance in your Account. We refer to this feature as the “Purchase Cushion.”

Fees: You will not be assessed any fees for Purchase Cushion coverage. If you meet our eligibility requirements, we may authorize negative Available Balances resulting from one-time PIN- and signature-based purchase transactions initiated using your Card. No other Account transactions are eligible for Purchase Cushion coverage.

Terms of Use: It is important to keep track of the Available Balance in your Account because it will be your responsibility to determine if we authorized Purchase Cushion coverage. If you conduct a transaction that creates a negative Actual Balance in your Account, you agree that within thirty (30) days of its creation you will add sufficient funds to your Account to cover the negative balance so that your Account has at least a zero or positive balance, or that you will otherwise immediately pay such an amount to us in full upon demand. If after thirty (30) days you have not added sufficient funds to cover your negative Actual Balance, your Account will remain open to receive credits and deposits, which will automatically be applied to your negative Actual Balance before they are available to you; however, you will not be able to conduct any transactions using your Account, including any Card transactions, until your Account has a positive Actual Balance (i.e., sufficient funds to cover the negative balance).

Furthermore, we have the right to pursue collection, including the right to collect funds, equal to or less than the negative Actual Balance, from any other Account(s) you may have with us. In all instances described above, funds added to your Account may be made via Direct Deposit or any of the other methods described in this Agreement.

In the event your Account is closed, or you voluntarily discontinue use of your Account, you will remain responsible for the negative Actual

Balance in your Account and agree that any credits or deposits to your Account will be applied to offset any negative balance.

You acknowledge that a negative Actual or Available Balance in your Account does not constitute a contractual open end line of credit. If we permit a negative Actual or Available Balance on one or more occasions, we do not thereby obligate ourselves to permit a negative Actual or Available Balance on any future occasion, and we may refuse to permit a negative Actual or Available Balance for you at any time, even though we may have previously permitted negative Actual or Available Balances up to the \$10 limit for you. We have no obligation to notify you before we authorize or decline a transaction that would result in a negative Actual or Available Balance in your Account. Items will generally be processed in the manner described in the section above labeled “Funds Availability Policy.”

Debit Card Overdraft Service

Your Account includes access to the optional Debit Card Overdraft Service as described below.

IMPORTANT: The Purchase Cushion and the Debit Card Overdraft Service are SEPARATE features. You may NOT receive the benefits of the Purchase Cushion and the Debit Card Overdraft Service at the same time.

WHAT YOU NEED TO KNOW ABOUT OVERDRAFT AND OVERDRAFT FEES

You generally do not have the right to make transactions in amounts exceeding the Actual Balance of your Account (“Overdraft”); however, as a non-contractual courtesy, the optional Debit Card Overdraft Service (“Service”) is available on your Account if you elect to participate (i.e., “opt in”), and you have met each of the activation and eligibility requirements described below. In the event you qualify and opt in to the Service, we may authorize you to conduct one-time PIN- and signature-based purchase transactions and ATM withdrawals and incur fees that exceed the Available Balance of your Account, subject to the applicable fees and limitations described herein, and we reserve the right to pay Overdrafts at our discretion, which means we do not guarantee that we will always authorize and pay any type of transaction. If we do not authorize the transaction, it will be declined. We may suspend or deactivate your use of the Service at any time, including if you incur too many Overdrafts. If you choose to participate in the Service, it is that Service only that will provide coverage, at our discretion, for Overdrafts. If you opt out of the Service or your participation in the Service ends or is suspended for any reason, and you have continuously used and maintained your Account in accordance with the terms of this Agreement, the Purchase Cushion feature may be made available to you at our discretion (see the “Purchase Cushion” section for more information).

Eligibility Requirements: To activate the Service on your Account, you must take each of the following steps:

- A. Review and accept the terms pertaining to the Service;
- B. Enroll in the Service (i.e., opt in) by visiting the OAC or Mobile App, or by calling 1-866-647-6929;
- C. Have a positive Actual Balance at the time of Service activation; and
- D. Receive Direct Deposits totaling at least three hundred dollars

(\$300.00) to your Account within thirty-five (35) days of enrollment in the Service (deposits made prior to enrollment will be taken into consideration for meeting the \$300.00 requirement).

The Service will be activated on your Account within twenty-four (24) hours after you satisfy each of the steps above.

- E. After activation of the Service, you must continue to receive Direct Deposits to your Account totaling at least three hundred dollars (\$300.00) every thirty-five (35) days (“Qualifying Deposits”).

Terms of Use: If you have enrolled in the Service and meet our eligibility requirements, we may authorize and pay Overdrafts resulting from one-time PIN- and signature-based purchase transactions initiated using your Card and ATM withdrawals. Other non-network debit funds transfer services, such as ACH debit transactions and those initiated through third-party bill pay service providers, are not eligible for coverage. It is important to keep track of the Available Balance in your Account because it will be your responsibility to determine if you have overdrawn your Account, the day and time the Overdraft occurred, and the amount of any Overdraft that is authorized. You agree that within thirty (30) days of any Overdraft occurrence on your Account you will add sufficient funds to bring your Account back to a zero or positive Actual Balance, or that you will otherwise immediately pay such amount(s) to us in full upon demand. You acknowledge that your participation in the Service and the settlement by us of any Overdraft transactions does not constitute a contractual open-end line of credit. Our authorization or settlement of any Overdraft transaction on one or more occasions does not obligate us to authorize or settle future transactions. We may refuse the authorization or settlement of any Overdraft transaction for you at any time. We have no obligation to notify you before we authorize or decline a transaction that would result in an Overdraft in your Account.

If you fail to continue receiving Qualifying Deposits, you will remain opted in to the Service, but the Service will be suspended until your Qualifying Deposits resume. If your Account has a negative Actual Balance for more than thirty (30) days on three separate occasions or on any one occasion for more than sixty (60) days, the Service may be suspended for up to one hundred eighty (180) days. You will remain opted in to the Service, but must continue to receive Qualifying Deposits once the suspension ends in order for the Service to be reactivated. If you overuse or abuse the Service (as determined in our sole discretion), we may suspend the service temporarily or permanently. We have the right to pursue collection of any amounts owed at our sole and absolute discretion. If we have suspended the Service, your Account will remain open to receive credits and deposits, which will automatically be applied to your negative Actual Balance before they are available to you; however, you will not be able to conduct any debit and spend transactions using your Account, until your Account has a positive Actual Balance (i.e., sufficient funds to cover the negative Actual Balance). If the Service is suspended, you must have a positive Actual Balance before the Service is reactivated.

Fees: Your participation in the Service is subject to the terms of this Agreement and, by using the Service, you may incur fees. The fees for the Service are described here, and in the Fee Schedule above. The Overdraft Fee is applied to certain transactions that result in a

negative Available Balance at the time of the transaction and is in addition to any other fees ordinarily applicable to a transaction on your Account as disclosed in your Agreement. A transaction may incur an Overdraft Fee even though your Actual Balance is positive, but your Available Balance is negative, at the time the transaction settles, as previously authorized transactions may later settle and bring your Actual Balance negative. For the first Overdraft transaction that settles and creates a negative Actual Balance greater than ten dollars (\$10), you will have twenty-four (24) hours to add sufficient funds to your Account to bring your Account back to a zero or positive Actual Balance to avoid incurring any Overdraft Fee(s) (“Grace Period”). If you fail to do so, you will incur an Overdraft Fee for each transaction settled after your Actual Balance was greater than ten dollars (\$10) overdrawn, subject to the limitations set forth herein. If you bring your Account back to a zero or positive Actual Balance during the Grace Period, you will avoid incurring Overdraft Fees for each transaction settled after your Actual Balance was greater than ten dollars (\$10) and the Grace Period will reset.

Fee associated with the Service

Overdraft Fee	\$20	<p>Maximum of five (5) Overdraft Fees per calendar month.</p> <p>Maximum of forty-five (45) Overdraft Fees per Annual Period.</p>
---------------	------	---

Multiple Overdraft Fees may be charged if multiple Overdraft transactions are authorized on the same day. Only transactions that result in a negative Available Balance when authorized may be subject to the fee. Transactions are not always processed in the order in which you make them. The order in which the transactions are received and processed can affect the balance of funds available in your Account and the total amount of Overdraft Fees assessed to your Account (see the “Funds Availability Policy” section for more information).

We will send an email notification to your email address as reflected in our records (and an SMS text message if you are enrolled in text alerts; message and data rates may apply) when an Overdraft occurs. We will tell you where and when the transaction occurred and its amount. If the Overdraft was the first transaction to cause your Actual Balance to be overdrawn by more than ten dollars (\$10), we will also tell you when the Grace Period ends for purposes of avoiding payment of the Overdraft Fee(s).

There is a limit of forty-five (45) Overdraft Fees that we may charge you per Annual Period (“Annual Overdraft Fee Cap”). If you reach the Annual Overdraft Fee Cap prior to the end of the Annual Period, the Service will be suspended until the end of the applicable Annual Period at which time it will be reactivated if you have met all of the ongoing eligibility requirements noted above.

Exclusions: Non-network debit funds transfer services, such as ACH debit transactions and those initiated through third-party bill pay service providers, are not eligible for coverage.

Notifications: We will send you email notifications to the email address we have for you on file when (1) you opt in or opt out of the Service; (2) a transaction results in a negative Available or Actual Balance in your Account; (3) an Overdraft Fee is assessed (if applicable); and (4) the Service is activated or deactivated on your Account. We may also send other email notifications about the Service from time to time. We are not responsible for loss of

messages and other consequences if you do not provide an accurate and current email address (see the “Change of Address” section for more information).

The Service is offered in our sole and absolute discretion, and as such, we may elect to deactivate the Service at any time, refuse to authorize any transaction that exceeds your Available Balance, modify eligibility or activation requirements, and/or modify or change the Overdraft Fee, limits, or any other aspect of the Service. We will send you a notice of changes to this Service as required by law or regulation.

Opt Out: Once you have opted in to the Service, you may opt out at any time through the OAC, Mobile App or by calling 1-866-647-6929. Should you choose to opt out of the Service, you remain responsible for any negative Actual Balance(s) on your Account and agree that any deposits made to your Account will be used to offset the value of the negative Actual Balance(s), if any. If you opt out of the Service after it’s been activated, you may opt back in to the Service but must meet the original eligibility requirements before it is reactivated (note: positive Actual balance criteria may be waived if opting back in within thirty-five 35 days of opting out).

Virtual Card

To purchase or lease goods or services or make payments by telephone or online, without needing to provide your actual Card Number, you may have up to six (6) active Virtual Cards connected to your Account. Your Account must be open before you can request a Virtual Card (see the section labeled “Getting Started” for more information). By opening an Account you acknowledge that we may automatically create a Virtual Card on your behalf. Visit the OAC or Mobile App for instructions on how to request or use a Virtual Card.

A Virtual Card consists of a 16-digit card number, a 3-digit security code, and an expiration date. Each Virtual Card expires one (1) year from the last day of the calendar month in which the Virtual Card was created (e.g., a Virtual Card created on February 24, 2022 will expire on February 28, 2023). All use of your Virtual Card will be subject to the terms and conditions of this Agreement.

Digital Card

Digital Cards may be used when adding an Access Device to a third-party digital wallet through the Mobile App. A Digital Card consists of a 16-digit card number, a 3-digit security code, and an expiration date, although only the last 4 digits of the Card Number will be visible to you in the OAC or Mobile App. You will not be able to use the Digital Card outside of the digital wallet to which it is added.

If available on your Account, a Digital Card will be created when you use the Mobile App to request that we connect your mobile device to your digital wallet. You will need to select a PIN for the Digital Card, which is separate from other Cards you may have. A maximum of one (1) Digital Card may be connected to your Account at any time. All use of a Digital Card will be subject to the terms and conditions of this Agreement.

Online Account Center (OAC) and Mobile App

You may have access to an OAC, Mobile App or both (access to the OAC or Mobile App may be limited depending on how you acquired your Account). Your use of and access to OAC and/or Mobile App is governed by this Agreement and any terms and conditions

applicable to the OAC and/or Mobile App. You may use the OAC or Mobile App to obtain Financial Services through your personal computer or mobile device (e.g., tablet or smartphone) on your linked Account. You must have a mobile device capable of downloading Java applications and making data connections to the Internet. You must be authorized to use and incur charges on your mobile device cellular account in relation to obtain Financial Services through Mobile App or through a mobile-optimized version of the OAC.

Description of Services: You may use the OAC and Mobile App to obtain Financial Services and access information on your Account, including, but not necessarily limited to:

1. Direct funds transfers from your linked Account on either a one-time or recurring basis;
2. View current balance information for your Account and any linked Savings Account;
3. Review available transactions on your Account;
4. Perform self-service Account maintenance such downloading monthly statements, changing address and phone, and changing your Password; and
5. Send and receive secure online mail messages regarding your Account.

We may offer additional mobile services and features in the future. Any such added mobile services and features will be governed by this Agreement and by any terms and conditions provided to you at the time the new mobile service or feature is added and/or at the time of enrollment for the feature or service if applicable. If at any time your Account access is limited, blocked, or inactive, you may lose access to certain services, features, and functionality accessible through the Mobile App, OAC, or both.

We do not charge a fee for your access to, or use of, the OAC or Mobile App. However, please see the Fee Schedule for any fees that may apply to your Account for transactions that you conduct, or services that you request or use, through the OAC or Mobile App. You are responsible for web access and/or data or text message charges that may be billed by your mobile carrier. Check with your mobile carrier for details on specific fees and charges that may be applicable.

Other Terms and Conditions:

Internet Access. You certify that you have access to the Internet and have a current email address. You have sole responsibility for providing us with a correct and operational email address. We will not be liable for any undelivered email communications or any costs you incur for maintaining Internet access and an email account. You must promptly notify us of any change in your email address.

Login and Device Protection. You will not disclose your login credentials (user name or Password) to any person. You understand and agree that we may rely on the use of your login credentials to access your Account through the OAC and Mobile App and are therefore authorized to act upon instructions and information received from any person that enters your login credentials.

If you forget your login credentials (user name or Password), become locked out and we reset your Password, or your Password expires, you will be required to re-establish your login credentials to

regain access to the OAC and Mobile App.

You agree to take precautions to ensure the safety, security, and integrity of your Account and transactions when using the OAC and Mobile App. You agree not to leave your computer or mobile device unattended while logged in. Log off immediately at the completion of each access by you, and secure access to your mobile device, lock your mobile device, and take other steps necessary to prevent unauthorized use of your Account, the OAC, and the Mobile App.

Although considerable effort is expended to make the OAC, the Mobile App, and our other operational and communications channels consistently available, we do not warrant these channels to be available and error free at all times. You agree that we will not be responsible for any interruptions in service due to maintenance of, changes to, or failure of the OAC, Mobile App, or other communications channel. We may terminate your participation in the OAC, Mobile App, or both for any reason, including inactivity, at any time. We will try to notify you in advance, but we are not obligated to do so.

12. Legal Notices

English Language Controls

Translations of this Agreement that may have been provided are for your convenience only and may not accurately reflect the original English meaning. The meanings of terms, conditions, and representations herein are subject to definitions and interpretations in the English language.

Account Closure

You may close your Account by contacting Customer Service. Your request for Account closure will not affect any of our rights or your obligations arising under this Agreement prior to the request. Should your Account be closed, we will issue you a credit for any remaining balance on your Account, subject to any fees (see your Fee Schedule for applicable fees, if any). We reserve the right to close your Account should you complete or attempt to complete any of the prohibited actions in this Agreement.

We may close your Account at any time with or without cause. We may try to notify you in advance should this be necessary, but we are not obligated to do so unless required by law. If we close your Account, we will, unless otherwise required by law, send you a check for your final balance, if any, minus any applicable Account fees and charges. If your Account Balance is insufficient to pay applicable Account fees and charges owed to us, you will continue to be liable to us for the unpaid amount until it is paid in full. Your obligations for transactions conducted prior to Account closure will survive the closure of the Account.

Disclaimer of Warranties

EXCEPT AS EXPRESSLY OTHERWISE PROVIDED IN THIS AGREEMENT, WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND TO YOU, AND HEREBY EXPRESSLY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, REGARDING OUR SERVICES OR ANY FINANCIAL SERVICE OR RELATING TO

OR ARISING OUT OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Assignability

You may not assign or transfer your Account or your obligations under this Agreement. We may, however, transfer or assign our rights under this Agreement, including any balances in your Card Account. If we assign our rights, you will get a notification from us.

Amendment and Cancellation

We may change this Agreement at any time. We may add new terms or delete or amend existing terms, add new services and discontinue existing services, or convert existing services into new services. We will give you reasonable notice in writing or by any method permitted by law of an adverse change to this Agreement. However, if the change is made for security purposes, we can implement such change without prior notice unless otherwise required by law. We may, but are not required to, notify you of changes that we make for security reasons or that we believe beneficial or otherwise not adverse to you. When we change this Agreement, the then-current version of this Agreement supersedes all prior versions and governs your Account. If you continue to use your Account or keep it open, you are deemed to have accepted and agreed to any changes, as of the effective date of any such change.

Legal Process

Your Account is established and maintained at our main office in Sioux Falls, South Dakota. We will comply with all applicable law in connection with any legal process validly served upon us in connection with the Account including, but not limited to, garnishments, restraints, seizure notices, subpoenas, and similar legal process. Unless required by applicable state or federal law, we will not assert any claims of exemption on your behalf. You agree that we will have no liability to you in the event we properly comply with any such valid Legal Process.

Other Terms

We do not waive our rights by delaying or failing to exercise them at any time (for example, assessing a fee less than described, or not all, for any reason does not waive our right to begin charging the fee as set forth in this Agreement without notice). If any provision of this Agreement is 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 is governed by the law of the state of South Dakota except to the extent governed by federal law. Should your Account have a remaining balance after a certain period of time, we may be required to remit the remaining funds to the appropriate state agency. This Agreement sets forth the entire understanding and Agreement between you and us, whether written or oral, with respect to the subject matter addressed herein, and supersedes any prior contemporaneous understandings or Agreements with respect to such subject matter.

Non-Visa Debit Transactions

If you were issued a Card bearing the Visa® acceptance mark, procedures are in effect that will result in transactions being

processed as either a Visa debit transaction or a PULSE transaction if you do not enter a PIN. 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 section above labeled “Lost or Stolen Cards; Unauthorized Transactions” 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, use 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.

Limitation on Payments

We may terminate access to the Account at any time for any reason, including, without limitation (i) with respect to any recipient of transfers, if we believe in our sole discretion that there are an excessive number of disputes involving customer use, or (ii) with respect to any third party, if we believe in our sole discretion that the third party has initiated disputes without reasonable cause or in bad faith. We also may reject a transaction or restrict your access to the Mobile App to make further transactions at any time if we believe the security of your Account or Mobile App is at risk or any fraudulent or illegal activity may be occurring, including evidence of unusual activity in your Account.

13. Delivery of Electronic Communications

As a condition of the Account, you are required to consent to receiving electronic Communications from us. If you withdraw your consent, we will close your Account and send you a check for the remaining balance, if any, to the address on file.

14. Arbitration Agreement And Class Action Waiver

EXCEPT AS OTHERWISE PROVIDED BELOW, ALL DISPUTES WILL BE DECIDED BY BINDING & FINAL ARBITRATION. THIS AGREEMENT ALSO CONTAINS A CLASS ACTION AND JURY TRIAL WAIVER. THIS AGREEMENT IS EFFECTIVE AS OF WHEN YOU OPENED YOUR ACCOUNT OR WHEN IT IS PROVIDED TO YOU, WHICHEVER OCCURS FIRST.

APPLICABILITY OF THIS ARBITRATION AGREEMENT: You and we agree that any dispute or controversy between you and us, regardless of when it arose, (each, a “Claim”) shall be resolved by binding and final arbitration, except that you and we may assert claims in small claims court in the county or municipality where you reside, so long as the Claim is individual and brought only in a small claims court with jurisdiction to hear the Claim. If a Claim is filed in small claims court and then appealed or transferred from small claims court (or its equivalent) to another court, it shall be subject to

arbitration at the written election of either you or us within 30 days of written notification of appeal or transfer. You or we may also demand arbitration if the small claims court (or equivalent) case attempts to include any class or representative claims regardless of the amount in dispute in any single Claim.

JURY TRIAL WAIVER: YOU AND WE HEREBY KNOWINGLY AND VOLUNTARILY WAIVE ANY CONSTITUTIONAL OR STATUTORY RIGHT TO SUE IN COURT AND TO HAVE A TRIAL IN FRONT OF A JUDGE OR JURY, EXCEPT FOR CLAIMS PROPERLY BROUGHT IN SMALL CLAIMS COURT. THERE IS NO JUDGE OR JURY IN ARBITRATION, AND COURT REVIEW OF AN ARBITRATION AWARD IS VERY LIMITED.

CLASS ACTION WAIVER: YOU AND WE AGREE, EXCEPT AS PROVIDED IN THE “BATCH ARBITRATION” SECTION OF THIS ARBITRATION AGREEMENT, THAT EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT ON A CLASS, REPRESENTATIVE OR COLLECTIVE BASIS.

Definitions: As used only in this Arbitration Agreement, the terms “we” and “us” shall for all purposes mean Pathward, N.A. and Ouro Global, Inc., and our respective wholly or majority owned subsidiaries, affiliates, licensees, predecessors, successors, and assigns; and all our 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 Account (including, but not limited to, merchants who accept the Card, Virtual Account, or Digital Card, 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 Agreement, the terms “you” or “yours” shall mean all persons or entities approved by you or us to have and/or use a Card, Virtual Account, Digital Card or any other service under any Account, including but not limited to, all persons or entities contractually obligated under any of the Agreements and all Secondary Cardholders.

Pre-Arbitration Dispute Resolution. Before instituting a small claims lawsuit or arbitration of a Claim, you and we agree to give the other party written notice reasonably describing the factual basis for the Claim and the amount of damages and any other relief sought (the “Notice”). Any Notice from you must be mailed to us at P.O. Box 2136 Austin, TX 78768-2136 (or such other address as we shall subsequently provide to you) or may be emailed to: cscorrespondence@netspend.com (“Our Address”). The Notice should include the account number, and the email address and phone number at which the complaining party (or their attorney) may be contacted. We will mail any Notice to the address we have for you or send an email to the email address we have for you (“Your Address”). After a Notice is sent, the parties shall give each other a reasonable opportunity of no less than the next 30 business days (“Notice Period”) to attempt to resolve the Claim on an informal basis. You and we agree that no small claims lawsuit or arbitration may be filed prior to the end of the Notice Period.

During the Notice Period, the parties agree that they will meet telephonically or via video conference to attempt resolve the Claim in good faith before a small claims lawsuit or arbitration will

be filed (the “Dispute Conference”). The Dispute Conference shall be individualized such that multiple individuals initiating a Claim cannot participate in the same Dispute Conference, unless all parties agree. Participating in good faith in the Dispute Conference is a requirement that must be completed before filing a small claims lawsuit or arbitration demand. The statute of limitations and any filing fee deadlines shall be tolled until the parties complete the Dispute Conference required by this section.

Initiation of Arbitration Proceeding: If the Claim is not resolved informally during the Notice Period, you and we agree that any Claim shall be decided, upon the election by you or us, by arbitration pursuant to this Arbitration Agreement to be conducted by the American Arbitration Association (“**AAA**”) before a single arbitrator pursuant to the AAA’s Consumer Arbitration Rules (“Rules”), then effect, unless otherwise required by law. For a copy of the Rules or to file a Claim, you may contact the AAA at 1-800-778-7879, 1101 Laurel Oak Road, Suite 100, Voorhees, NJ 08043; website at www.adr.org/consumer. Your responsibility to pay any AAA fees shall be determined by the AAA in accordance with the Rules.

Location of Arbitration/Exchange of Information/Confidentiality of Documents and Materials. Unless you and we agree otherwise, or the Batch Arbitration process below is applicable, the arbitration will be conducted in the county where you reside. Subject to the Rules, the arbitrator may order a limited and reasonable exchange of information between the parties. You and we agree that all materials and documents marked confidential by the producing party shall be kept confidential by the receiving party and used only for purposes of the arbitration, unless otherwise ordered by the arbitrator.

Arbitrator’s Appointment. In accordance with the Rules, the AAA will appoint an arbitrator, who will be either a retired judge or attorney who has been licensed in the state of your residence for 10+ years. If the Batch Arbitration Provision below applies, the AAA will appoint an arbitrator for each batch.

The Federal Arbitration Act: This Arbitration Agreement is made pursuant to a transaction involving interstate commerce, and the Federal Arbitration Act, 9 U.S.C. Sections 1-16, as it may be amended (the “**FAA**”) shall govern the interpretation and enforcement of this Arbitration Agreement and any arbitration proceeding hereunder.

Authority of Arbitrator. The arbitrator shall have exclusive authority to resolve any Claim, including, without limitation, disputes arising out of or related to the interpretation or application of the Arbitration Agreement, including the enforceability, revocability, scope, or validity of the Arbitration Agreement or any portion of the Arbitration Agreement, except for the following, **which may only be decided by a court of competent jurisdiction and not by an arbitrator:**

(1) all Claims relating to the Class Action Waiver, including that it is unenforceable or has been breached, and (2) all Claims about whether either party has provided a Notice, participated in good faith in the Dispute Conference, or waited until the Notice Period has ended prior to initiating arbitration or a small claims case, including, without limitation, all claims for attorneys’ fees and costs incurred as a result of any breach of the Pre-Arbitration Dispute Resolution clause of this Arbitration Agreement.

The arbitrator may award declaratory or injunctive relief only in favor of the individual party bringing such Claim and only to the extent

necessary to provide relief warranted by that party's individual claim. Should you or we prevail on a Claim in arbitration for which public injunctive relief is sought, the entitlement to and scope of such relief must be litigated in a civil court of competent jurisdiction and not in arbitration. Any litigation seeking public injunctive relief shall be stayed pending the outcome on the merits of any individual Claim or batch of Claims (pursuant to the Batch Arbitration Provision) in arbitration. Prior to issuing any injunctive relief, a court of competent jurisdiction shall independently review the factual findings of the arbitration award, giving no deference to the findings of the arbitrator.

Except as otherwise expressly provided in this Arbitration Agreement, the arbitrator shall have the authority to award all remedies under applicable law, including, for example, compensatory, statutory and punitive damages (under the same standards that would apply in court), and attorneys' fees and costs. The arbitrator shall apply applicable substantive law consistent with the FAA and shall honor claims of privilege recognized at law. The parties further agree that the arbitrator shall apply all applicable statutes of limitation in any arbitration in the same manner those statutes of limitation would apply in an applicable court of competent jurisdiction.

The arbitrator shall have the authority to grant motions dispositive of all or part of any Claim. The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. Except as expressly provided in this Arbitration Agreement, the award of the arbitrator is final and binding upon you and us. Judgment on the arbitration award may be entered in any court having jurisdiction.

Offers of Settlement. Either you or we may, but are not obligated to, make a written settlement offer for a Claim. If an arbitration award is later issued on a Claim that is less favorable than the last written offer of settlement that the receiving party did not accept, then that party must pay all reasonable costs and fees—including arbitration fees—incurred by the offering party after the written settlement offer was made. Any post-award motion for costs and fees based on a rejected written settlement offer must be filed within fifteen (15) days of the final arbitration award. You and we agree that the arbitrator shall retain continuing jurisdiction to award reasonable fees and costs to the offering party for a period of thirty (30) days from the final arbitration award.

Batch Arbitrations. You and we agree that in the event that there are twenty-five or more individual arbitration demands of a substantially similar nature filed against us by or with the assistance of the same law firm, group of law firms, or organizations, within a thirty (30) day period, AAA shall apply its Mass Arbitration Supplementary Rules, as may be amended from time to time.

In the event there are one hundred or more individual arbitration demands of a substantially similar nature filed against us by or with the assistance of the same law firm, group of law firms, or organizations, within a thirty (30) day period, AAA shall (1) administer the arbitration demands in batches of 100 cases per batch (plus, a final batch for any remaining cases); (2) appoint one arbitrator for each batch; and (3) provide for the resolution of each batch as a single consolidated arbitration with one set of filing and administrative fees due per side per batch, one procedural calendar,

one hearing (if any) in a place to be determined by the arbitrator, and one final award (“Batch Arbitration”). Each batch shall proceed concurrently.

All parties agree that arbitration demands are of a “substantially similar nature” if they arise out of or relate to similar factual scenarios, raise similar legal issues and seek similar relief. To the extent the parties disagree on the application of the Batch Arbitration process, the parties shall advise AAA, and the AAA shall appoint a separate arbitrator to determine the applicability of the Batch Arbitration process (“Administrative Arbitrator”). We will pay the Administrative Arbitrator’s fees. You and we agree to cooperate in good faith with the AAA to implement the Batch Arbitration process, as well as any steps to minimize the duration and costs of arbitration. This Batch Arbitration Provision shall in no way be interpreted as authorizing a class, collective and/or mass arbitration or action of any kind, or arbitration involving joint or consolidated claims under any circumstances, except as expressly set forth in this Batch Arbitration Provision.

Attorneys’ Fees and Costs. Should any arbitrator find that the substance of any Claim or the relief sought in any Demand for Arbitration was frivolous, not pursued in good faith, or was brought for an improper purpose (in accordance with Federal Rule of Civil Procedure 11(b) or any similar analogue under controlling law), then the arbitrator has the discretion to require party who brought the Claim to pay some or all of the AAA fees and costs, the opposing party’s attorneys’ fees, or other costs in arbitration, unless such an award would invalidate this Arbitration Agreement. If a party files a Claim in court (not small claims) and refuses to abide by this Arbitration Agreement, the other party shall have the right to collect from the filing party its reasonable attorneys’ fees and costs incurred in obtaining a court order compelling the Claim to arbitration. The prevailing party in any court action relating to whether either party has satisfied any condition precedent to arbitration (including, without limitation) serving the Notice, participating in the Dispute Conference, and waiting until the conclusion of the Notice Period before initiating arbitration or a small claims case) is entitled to recover their reasonable attorneys’ fees and costs incurred in connection with such action.

Limited Appeal Right. The arbitrator’s decision will be final and binding, except for any right of appeal provided by the FAA. However, if the amount of any award exceeds \$100,000, inclusive of costs and attorneys’ fees, or involves a request for injunctive or declaratory relief that could involve a cost or benefit to any party exceeding \$100,000, any party can appeal that award to a three-arbitrator panel administered by the AAA, which shall consider anew any aspect of the initial award objected to by the appealing party. The appealing party shall have 30 days from the date of entry of the written arbitration award to notify the AAA that it is exercising the right of appeal. The appeal shall be filed with the AAA, with a copy to the other party. The AAA will appoint a three-arbitrator panel which will conduct an arbitration pursuant to the Rules and issue a decision within 120 days of the date of the appeal. The decision of the panel shall be by majority vote and shall be final and binding. Any reference in this Arbitration Agreement to the “arbitrator” shall mean the panel if an award has been appealed under the section.

Right to Opt Out. You have the right to opt out of this Arbitration Agreement by sending written notice of your decision to opt out (“Opt Out Notice”) to ArbOptOut@ouro.com OR P.O. Box 2136 Austin, TX 78768-2136, within 30 days after first becoming subject to this Arbitration Agreement. You must include your name, mailing address, any email address that is associated with your Account, and a statement that you want to opt out of this Arbitration Agreement. If you mail your Opt Out Notice, please use Certified Mail, Return Receipt Requested. If there is a dispute about whether you timely opted out, you will need to produce your receipt or your original email. If you opt out of this Arbitration Agreement, all other parts of this Cardholder Agreement will continue to apply to you. Opting out of this Arbitration Agreement has no effect on any other arbitration agreements that you may already have.

Modification. Notwithstanding any provision in the Cardholder Agreement to the contrary, we agree that we will notify you in writing if we make any material change to this Arbitration Agreement (“Change Notification”). Unless you opt out of such change within 30 days of the Change Notification by writing to us at the address set forth in the “Right to Opt Out” section of this Arbitration Agreement, your continued use of your Account following the effective date of any such changes to this Arbitration Agreement constitutes your acceptance of any such changes. Changes to this Arbitration Agreement do not provide you with a new opportunity to opt out of the Arbitration Agreement if you have previously agreed to a version of the Cardholder Agreement and did not timely opt out of it. If you reject any change to this Arbitration Agreement, and you were bound by an existing agreement to arbitrate any Claims you may have against us, the provisions of the Arbitration Agreement as of the date you first accepted the Arbitration Agreement (or accepted any subsequent changes to the Arbitration Agreement) remain in full force and effect. We will continue to honor any valid and timely opt outs of the Arbitration Agreement.

Invalidity. If any portion of this Arbitration Agreement is deemed invalid or unenforceable, the remaining portions, and any prior arbitration agreements you and we may have, shall remain in force except that if the waiver of the right to proceed as a class or in a representative capacity is declared unenforceable in a proceeding between you and us, and that determination becomes final after all appeals have been exhausted, this entire Arbitration Agreement (except for this one sentence) shall be null and void in such proceeding.

Where applicable, if you and your Account are covered by the Military Lending Act, then you are not bound by this Arbitration Agreement, and to the extent required by the Military Lending Act, nothing in this Agreement will be deemed a waiver of the right to legal recourse under any otherwise applicable provision of state or federal law. If you would like more information about whether you and your Account are covered by the Military Lending Act, please contact us.

Continuation: This Arbitration Agreement shall survive termination of your 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.

The Netspend Debit Account is a deposit account established by Pathward, National Association, Member FDIC, and the Mastercard

Debit Card and Visa Debit Card are issued by Pathward, N.A., pursuant to license by Mastercard International Incorporated or pursuant to a license from Visa U.S.A. Inc. Ouro is a service provider to Pathward, N.A. Mastercard and the circles design are registered trademarks of Mastercard International Incorporated.

This Account Agreement is effective August 5, 2025.

Pathward, N.A., Member FDIC
5501 S. Broadband Lane
Sioux Falls, SD 57108

1-866-647-6929

© 2020-2025 Pathward, N.A.

Document ID: 730547225



Congrats on reaching the end!